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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

Mr. WALTER HENRY MACNAMARA, barrister-at-law, has been appointed a Master of the King's Bench Division, in place of Mr. WALTON, who has retired. Mr. MACNAMARA, who was called to the bar in 1874, has been an Assistant Master and also Registrar of the Railway and Canal Commission; and it is stated that he will retain the latter office.

WE REGRET to announce the death of Mr. WILLIAM DANIEL HENRY OEHME, of Upper Norwood, who, as our readers may remember, was after much discussion finally established last year to be the oldest solicitor on the rolls and the "father of the profession." Mr. OEHME, who died at the age of ninety-two, was admitted in Michaelmas Term, 1831, and took out his certificate down to the present year, thus shewing seventy years' practice. The profession are now in the unhappy condition of having to search for a new "father," and we trust that our valued correspondent, Mr. F. K. MUNTON, will see to it that one is speedily found. The last preceding "father," Mr. MOURILYAN, who resided and practised in Paris, was admitted in 1827 and died in 1900, having thus attained seventy-three years on the rolls. After these records it will be very disappointing if the new "father" should be discovered to be some comparative youngster with a standing of only fifty years or so.

WE ARE informed that Mr. J. F. REMNANT, M.P., has given notice that he will on Monday next ask the Attorney-General the following question: Whether the new system of compulsory registration of title under the Land Transfer Act, 1897, has been tried experimentally in certain portions of the County of London since the 1st of January, 1899, and whether it was fixed to extend on the 1st of January, 1902, to the City of London. Whether it is a fact that numerous complaints have been made that the system has added seriously to the difficulty and expense of dealing with property. Whether the Corporation of the City of London did not in November last urgently request the Lord Chancellor to postpone the application of the system to the city until an independent inquiry into its working had taken place, and whether the application of the system was not subsequently postponed till the 1st of March, 1902. Whether such postponement was for the purpose of

holding the inquiry asked for, and, if so, what steps have been taken to hold such inquiry? If the postponement was not for the purpose mentioned, then what was the object of postponing the application of the system to the city?

A LEARNED friend objects to the conclusions contained in an article on "Prepayment of sums covenanted in a marriage settlement to be paid at a specified time" (*ante*, p. 192), on the authority of *Anson* v. *Potter* (13 Ch. D. 141). In that case a fund of personalty was vested in trustees, on trust for A. for life, with remainder over, and by a subsequent settlement, the remainder over had been assigned to a second set of trustees on certain trusts. It was held that A. and the second set of trustees were entitled to call for a transfer of the fund and to give a discharge to the original trustees. This case, however, is really not in point. In *Anson* v. *Potter* the fund was an existing fund, and whether it remained in the hands of the original trustees or was transferred to the second set of trustees it was equally liable to depreciation; or in other words, the fund settled by the second settlement was a fund the value of which, when it became payable to the second set of trustees, was uncertain at the time when it was settled, while in the cases discussed in the article above referred to the difficulty is that if the payment is made before the proper time, the fund may, at the time when it ought to be paid, be less than that covenanted to be paid. In other words, the value of the fund at the time when it becomes payable is certain, while if the payment is made in advance, the value at that time is *ipso facto* rendered uncertain.

THE CASE of *Hounsell* v. *Dunning* (*Weekly Notes*, 1902, p. 11) turned on the strange custom of the Manor of Taunton for the widow of an intestate to inherit instead of his issue. This custom came into prominence in *Locke* v. *Southwood* (1 My. & Cr. 411), which Lord BROUGHAM described as "a very singular case arising out of a custom in the Manor of Taunton Deane, by which a widow succeeds as heir to her husband, to the exclusion of the issue." We should be glad to know whether there is any other manor in which this custom prevails. It appears from Shillibeer's Customs of Taunton Deane that in the same manor there is another remarkable custom—namely, that "In case a woman seised of any customary lands of inheritance, parcel of the said manor, marry a husband, the same husband ought, and by the custom of the said manor hath used, to fine with the lord of the said manor for her and her land at the old precedent fine of the same land, and thereof to make an entry with the clerk of the castle and to put in pledges at or before the first law-day court after the said marriage, by virtue of which marriage, entry, and pledges, the husband becomes owner of same land, and is to be admitted tenant thereunto to hold the same to him and his heirs for ever, according to the custom of the said manor." The practical lesson enforced by these quaint customs is the importance, in any case depending on the devolution of copyhold property, of careful inquiries of the steward as to the customs obtaining in the manor.

IT HAS long been a moot point among conveyancers as to the manner in which a married woman trustee, who has lent the trust funds on mortgage of real property, should reconvey the property to the mortgagor. We are informed that this point has now been settled by KEKEWICH, J., in *Re Howgate and Osborn's Contract*. In that case the survivor of three trustee-mortgagees was a married woman, and she reconveyed to the mortgagor, on payment off of the mortgage, without the concurrence of her husband and without acknowledging the reconveyance. On a subsequent sale of the property a question arose as to whether the husband should not have concurred. KEKEWICH, J., held that on the repayment of the debt the married woman became a bare trustee of the legal estate for the mortgagor, and could therefore convey as a *feme sole* under section 16 of the Trustee Act, 1893. Had the legal estate at any time become subject to the trust, there is no question but that *Re Harkness and Allsopp* (1896, 2 Ch. 358) would have applied, and the husband's concurrence would have been necessary. But in the present case the learned judge, following *Re Brooke and Fremlin* (1891, 1 Ch. 650), substantiated the view we expressed when we discussed this question on a previous occasion (45 SOLICITORS' JOURNAL, p. 752). It will be observed that *Re Howgate and Osborn* only applies to the case of reconveyance by a married woman trustee-mortgagee, and does not touch the question of a sale of the property. It will, therefore, still be advisable for a purchaser, where a married woman trustee-mortgagee is selling the mortgaged property under her power of sale, to require the concurrence of her husband in a deed acknowledged. *A fortiori* this will be necessary where the married woman trustee has foreclosed and subsequently sells the property.

IT WILL probably have come as somewhat of a surprise to many a lawyer and to most laymen that a Jesuit who comes into this country is guilty of a crime. Yet so it is, according to the statute book. Section 29 of 10 Geo. 4, c. 7, provides that if any Jesuit come into this realm he shall be guilty of a misdemeanour, and on conviction shall be sentenced to be banished from the United Kingdom for the term of his natural life. There is a proviso in favour of Jesuits who are natural-born subjects; who are allowed to remain if registered. It is further provided that any person who is sentenced to banishment, but who nevertheless is found in this realm three months after sentence, shall suffer the extreme punishment of transportation for life. Section 33 also enacts that any person who admits a person to the order of Jesuits in this country shall be guilty of a misdemeanour and shall be punished with fine and imprisonment. Such, strange to say, is the law of the land. These sections have never been repealed, but there is no record of their having ever been enforced. In his History of the Criminal Law, the late Sir JAMES STEPHEN says of them, "These provisions have never been modified, and I believe have been treated ever since they were passed as an absolutely dead letter." But who has the right to disregard them, or treat them as obsolete, until Parliament sees fit to repeal them? It is true that there are probably few persons who would like to see such provisions rigidly enforced, but it is not creditable to English law that they should remain on the statute book as a dead letter. A few years ago, it seems, an attempt was actually made in Parliament to repeal these sections, but the attempt was not successful. Recently, an attempt has been made to enforce the law, and an application was made to a police magistrate for a summons against three gentlemen of the Jesuit order who have settled in London after expulsion from France. The magistrate declared the law to be "practically obsolete," and took time to consider his decision. Finally, however, he refused to grant the summons asked for on the ground that proceedings under the Act cannot be taken by private individuals, but only by the Crown. The only justification for this decision in the Act itself is found in section 38, which provides that "all penalties imposed by this Act shall and may be recovered as a debt due to his Majesty by information to be filed in the name of his Majesty's Attorney-General." The word "penalties" here, however, must refer to the pecuniary fines which can be imposed under the Act, and it is only by inference (if at all) that it can be said that the section prevents private persons from presenting an information to a magistrate in respect to the misdemeanour. Where, however, a statute has remained so many years without any attempt being made to enforce it, the magistrate was probably right not to undertake the serious responsibility of putting persons on their trial for a "crime" which has been committed with impunity so long without complaint. Those who wish to enforce the obsolete law have their remedy, and can apply to the High Court for a *mandamus* to the magistrate to issue process. As such an application seems likely to be made, we may speedily have an authoritative decision as to whether an unrepealed Act of Parliament can under any circumstances be judicially held to be obsolete, and as to the right of private individuals to institute proceedings in such cases.

A QUESTION as to a husband's liability for the price of goods supplied to his wife came before the Court of Appeal on the 27th

inst. in *Remmington* v. *Broadwood*. It was decided by a majority of the Court of Common Pleas in *Jolly* v. *Rees* (15 C. B. N. S. 628), so long ago as 1864, that the question whether a wife has authority to pledge her husband's credit is to be treated as one of fact upon the circumstances of each particular case, whatever may be the presumption arising from any particular state of circumstances. And this decision was approved, some sixteen years later, by the House of Lords: *Debenham* v. *Mellon* (6 App. Cas. 24). There are, no doubt, many authorities which shew that when a husband and wife are living together and keeping up a common establishment there is a presumption that the wife can, as agent for the husband, pledge his credit for necessaries for the household; but this presumption is not due to the fact of the marriage, but would equally apply where the necessaries were obtained by a housekeeper or steward: see *per* POLLOCK, C.B., in *Reneaux* v. *Teakle* (8 Ex., at p. 682), and *per* Lord SELBORNE, L.C., in *Debenham* v. *Mellon*. And where the parties are living apart, there is a presumption that the wife may procure necessaries for herself as her husland's agent: see *Bolton* v. *Prentice* (2 Str. 1214). But the presumption arising from the circumstances may be rebutted, and one means of rebutting it is by proof that the husband is making a sufficient allowance to the wife; this is established by *Reneaux* v. *Teakle* (a case in which the husband and wife were living together), and recognized as applicable to a case where they are living apart by Lord SELBORNE in *Debenham* v. *Mellon*. The plaintiff in *Remmington* v. *Broadwood* sued the husband and wife for the price of articles of clothing supplied to the latter. The defendants had been living apart during some, if not all, of the time during which the debts were incurred, and during the whole time the husband was making an allowance to the wife which the jury considered adequate having regard to her station in life. Some of the goods were supplied before, and some after, the husband had given notice by advertisement that he would not be liable for his wife's debts. Upon these facts BRUCE, J., held that the wife had no authority to pledge the husband's credit, and he gave judgment for the plaintiff against the wife and judgment for the husband. The facts bring the case within the authorities above referred to, and the Court of Appeal, following those authorities, affirmed the judgment below, which was appealed from by the plaintiff so far as it was in favour of the husband, and by the wife so far as the plaintiff's claim related to goods supplied before the date of the husband's advertisement.

THE CASE of *Wise* v. *Dunning*, decided by the Queen's Bench Division on the 20th of November last, and which, we understand, will be reported in the February number of the *Law Reports*, is a decision of unusual interest with respect to the jurisdiction of justices to bind persons over to be of good behaviour. The appellant, a Protestant lecturer, was summoned to answer an information, preferred by the assistant head constable of Liverpool, charging that he had held meetings on the King's highway and places to which the public had access; that breaches of the peace had taken place in consequence of the holding of those meetings; that there was reason to believe that he intended to hold similar meetings, and that if these meetings were addressed by him serious breaches of the peace would follow; and praying that he might be summoned to shew cause why he should not find sureties for good behaviour. The facts appear to have been that the appellant had held meetings in public places in Liverpool which were attended by a number of persons of the Roman Catholic religion as well as Protestants. The gestures and language used by him were such as were likely to insult and annoy the Roman Catholics, and were calculated to provoke a breach of the peace by them. At the conclusion of the meeting a breach of the peace was actually committed by those who did not sympathize with the appellant. They rushed forward to attack him, and it was only by the efforts of the police that he was removed in safety. The appellant did not himself commit any breach of the peace, nor did he incite his supporters to do so. At subsequent meetings the appellant used expressions which were offensive to the Roman Catholics present, and fights took place among those attending the meeting and stones were thrown. The appellant had stated that he intended to hold similar meetings to those already mentioned. The magistrate ordered him to enter into a recognizance in the sum of £100, with two sureties in £50 each, to keep the peace and be of good behaviour for twelve months, and in default to be imprisoned for two months. Upon a case stated for the opinion of the court, counsel for the appellant contended that his conduct was lawful, that there was no question of a public nuisance by obstruction of the highway, and that he could not be bound over because the conduct of others was, or was likely to be, unlawful. They cited *Beatty* v. *Gilbanks* (9 Q. B. D. 308), where it was held that the leaders of the Salvation Army who marched in procession through a town, well knowing that the procession was calculated to cause a breach of the peace, were not guilty of an unlawful assembly and could not be bound over. The court (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) held that the magistrate was right, CHANNELL, J., saying that the cases shewed that a breach of the peace, though an illegal act, might be the natural consequence of insulting or abusive language or conduct.

NOTHING, we think, turns upon the fact that the language of the speaker was uttered in the course of a theological discourse. The speeches of temperance lecturers have often been violent enough to cause disturbances, and it would be easy to mention other subjects on which opinion is sharply divided, and where one party cannot hear with anything like patience a strong or contemptuous attack from an opponent. In the days when labour-saving machinery was first introduced in England anyone who in certain districts dared to recommend it in a public discourse would have run serious risk of violence. We have never heard that anyone who, though threatened with violence, persisted in denouncing the outrages of trade unions, was brought before the magistrates and bound over to be of good behaviour. In England there is no law like that in the Indian Penal Code Act, by which any person who, with the deliberate intention of wounding the religious feelings of any person, utters any word in the hearing of that person shall be punished with imprisonment. But in India there was strong opposition to this enactment as interfering with missionary enterprize, and the framers of the code express their opinion that a missionary or teacher *bond fide* pursuing his calling could not be indicted for any offence he might give to others. They add that in framing the clause they wished to allow all fair latitude to religious discussion, and at the same time to prevent the professors of any religion from offering, under the pretext of such discussion, intentional insults to what is held sacred by others. In the present case there was nothing to shew that the appellant did not act in good faith. If the example of the magistrate at Liverpool is to be widely followed, there may be considerable interference with the right of public meeting, for it is much easier to restrain one speaker than to check the violence of a riotous crowd. Turbulent meetings have always been common in England, yet it is strange that no precedent could be found which exactly applied to the case. We venture to think that the recent decision is wrong, and is likely to lead to serious consequences.

THE COURT of Appeal have affirmed (see the report elsewhere) the decision of FARWELL, J., in *Hunt* v. *Luck* (49 W. R. 155; 1901, 1 Ch. 45) with respect to the effect of an omission by the purchaser or mortgagee of land to inquire of the tenant as to the person to whom he pays his rent. It is, of course, always necessary to inquire of the tenant as to the nature and extent of his interest, for the purchaser takes with constructive notice of any rights which the tenant has against his landlord (*Daniels* v. *Davison*, 16 Ves. 249); and in *Mumford* v. *Stohwasser* (L. R. 18 Eq. 556) JESSEL, M.R., stated that if the tenant was paying rent to a third party the purchaser would also have constructive notice of such third party's title. "At that time," he said, "the house was undoubtedly in the possession of the tenant of the plaintiffs, and therefore [the defendant] had constructive notice of this tenancy, and consequently notice of the plaintiff's title." Of course it may be necessary to make sure that the vendor is in receipt of rents in order to avoid the possibility

that he may have been out of possession for the statutory period. But this is a different matter from inquiring with a view to discovering an undisclosed equitable interest, and FARWELL, J., pointed out in the present case that the *dictum* of Sir GEORGE JESSEL'S was inconsistent with the law as laid down in the Privy Council in *Barnhart* v. *Greenshields* (9 Moo. P. C. 18). The judgment in that case, after stating that a purchaser took with notice of the tenant's interest, continued: "There is no authority in these cases for the proposition that notice of a tenancy is notice of the title of the lessor, or that a purchaser neglecting to inquire into the title of the occupier is affected by any other equities than those which such occupier may insist on. Whatever authority there is upon the subject is the other way." FARWELL, J., accepted this as a correct exposition of the law, and treated Sir GEORGE JESSEL'S statement to the contrary as uttered in forgetfulness, and the Court of Appeal have agreed with him. In *Hunt* v. *Luck* A. had conveyed to B., the consideration being stated to be £12,000 paid by B. B. mortgaged the property, which was in the occupation of tenants. A. being dead, it was alleged by his executrix and residuary devisee that the £12,000 had not been paid; that A. had a beneficial interest in the property; and that this was shewn by his receipt of the rents. Inasmuch, however, as the mortgagees were not bound to inquire of the tenants as to this, they had no notice, actual or constructive, of A.'s alleged equity, and they were not affected by it.

IN THE CASE of *Re Hill* (*Times*, 27th ult.) SWINFEN EADY, J., has delivered an interesting judgment on the effect of a direction in a will that heirlooms shall devolve with a title. The Dowager Viscountess HILL, who died in 1891, by her will left certain jewels to her son, the third Viscount HILL, for life, and after his death "to each and every of the persons who shall in turn succeed to the title and dignity of Viscount HILL severally and successively as they shall in turn succeed to such title and dignity." The third viscount died in 1895, and a question as to the title to the heirlooms has arisen between the fourth Viscount HILL, who was born in 1863, but has no issue, and his brother, the heir-presumptive to the title. The difficulty, of course, in perpetuating a settlement of heirlooms is that they are bound to become the absolute property of the first holder of the lands who has an estate of inheritance, and this result cannot be avoided by a direction that they shall devolve with a title. In *Re Viscount Exmouth* (23 Ch. D. 158) there was a trust to permit certain heirlooms "to go and be held and enjoyed with the title and honours of Exmouth, so far as the rules of law and equity will admit, by the person who for the time being shall be actually possessed of the said title, in the nature of heirlooms." There could be no doubt, said FRY, J., that the effect of that clause was to give an absolute interest in the chattels to the first person who succeeded to the honours. This result was founded on *Tollemache* v. *Coventry* (2 Cl. & F. 611) where in the same way, after certain trusts in favour of tenants for life, chattels were left "in trust for such person as should from time to time be Lord VERE"; it being the testator's will and intention that the same should go and be held with the title of the family, so far as the rules of law and equity would permit. This limitation was described by Lord BROUGHAM, L.C., as "a totally new invention, and a kind of limitation not known to the law, treating Lord VERE as if he were a corporation with perpetual succession," and the attempt failed to tie up the heirlooms beyond the lives of the tenants for life. The eldest grandson, therefore, of the testator, who was next in the succession, took the chattels absolutely. Something can be done to keep up the succession by preventing a tenant in tail who dies under twenty-one from intercepting the chattels, and hence the insertion of the common provision that the chattels shall not vest absolutely in a tenant in tail by purchase who shall not attain twenty-one. In the present case SWINFEN EADY, J., held, upon the authorities, that where chattels are settled to devolve with a title, they vest absolutely in the first holder of the title who takes after the decease of persons to whom limited interests in the chattels are expressly given. Hence the chattels in question passed absolutely to the fourth Viscount.

PURCHASES OF TRUST PROPERTY BY TRUSTEES.

THE recent decision of BUCKLEY, J., in *Re Boles and British Land Co.'s Contract* (50 W. R. 185), shews the disinclination of the court to extend on merely technical grounds the operation of the rule which disables a trustee from purchasing the trust property. In that case a testator had devised land to four trustees, including BOLES, upon certain trusts, with a power of sale. The testator died in May, 1885, and in the following July one of the trustees disclaimed. In November, BOLES, under the power contained in section 32 of the Conveyancing Act, 1881, retired from the trust, and the trust property thereby became vested in the two remaining trustees. Twelve years later, in 1897, BOLES purchased part of the estate from the continuing trustees for £5,325, and in 1901 he contracted to sell this same property to the British Land Co. for £6,000. The purchasers by their requisition objected that BOLES' title was defective inasmuch as he had himself formerly been a trustee for sale, and the validity of the objection was raised upon summons under the Vendor and Purchaser Act, 1874.

That a trustee cannot be a purchaser from himself is one of the clearest rules of equity. To permit such a transaction would be to place him in a situation in which his duty and his interest would conflict, and to give him the opportunity of making a profit out of his trust—both principles which equity holds as inviolable. Accordingly it makes no difference whether the trustee has in fact obtained any advantage. "I disavow," said Lord ELDON, L.C., in *Ex parte Lacey* (6 Ves. p. 627), "that interpretation of Lord ROSSLYN'S doctrine, that the trustee must make advantage. I say, whether he makes advantage or not, if the connection does not satisfactorily appear to have been dissolved, it is in the choice of the *cestui que trusts* whether they will take back the property or not." And Lord Eldon in a well-known passage, grounded the rule upon the impossibility of discovering to what extent the trustee was taking advantage of his position. "Suppose a trustee buys any estate, and by the knowledge acquired in that character discovers a valuable coal mine under it; and looking that in his own breast enters into a contract with the *cestui que trusts*; if he chooses to deny it, how can the court try that against that denial?"

But the absolute invalidity of a purchase does not necessarily extend beyond the case where the trustee takes over the property without any consent of the *cestui que trust*. If he obtains such consent the purchase may stand, though the conditions which must be satisfied to shew an effectual consent are so rigorous as to make it a matter of great difficulty to uphold a purchase under these circumstances. In *Ex parte James* (8 Ves. p. 353) Lord ELDON said: "The rule is that a trustee shall not become a purchaser, until he enters into a fair contract that he may become a purchaser with those interested"; and in *Coles* v. *Trecothick* (9 Ves. p. 247): "A trustee may buy from the *cestui que trust*, provided there is a distinct and clear contract, ascertained to be such after a jealous and scrupulous examination of all the circumstances, proving that the *cestui que trust* intended the trustee should buy; and there is no fraud, no concealment, no advantage taken by the trustee of information acquired by him in his character of trustee. I admit, it is a difficult case to make out, wherever it is contended that the exception prevails." In *Morse* v. *Royal* (12 Ves., p. 372) Lord ERSKINE, L.C., was so impressed with the difficulty of bringing a case within the exception that he thought the exception might as well never have been allowed. The exception still exists, however, for the benefit of trustees who are in a position to take advantage of it, and not infrequently, indeed, it is to the benefit of the *cestui que trust* that the trustee should be a possible purchaser of the property.

And as the trustee cannot purchase from himself directly, so, of course, he cannot effect the same purpose by employing an agent, or by selling the property to a purchaser upon a secret understanding that he shall in turn become purchaser himself. But even though the trustee become such purchaser very shortly after the original sale, yet, if he is dead and many years have elapsed, the court will not set the sale aside merely on suspicion, but will require affirmative evidence of the

understanding upon which the stranger bought. In *Re Postlethwaite* (37 W. R. 200) a testator died in 1843, having devised his real estate to three trustees upon trust to sell. In January, 1854, the trustees sold, and in the following March conveyed, the only remaining part of the estate, which had been three times unsuccessfully put up to auction, to a stranger. In June the stranger conveyed to one of the trustees for the same price, increased by interest for the intervening period. BOWER, L.J., described this as a case of natural suspicion, but the Court of Appeal declined to set it aside in 1888, there being no direct evidence that the stranger in the first instance bought the property for the trustee.

The present case of *Re Boles & British Land Co.'s Contract* (*supra*) presented a new feature. As already stated, the purchasing trustee had divested himself of his trusteeship in 1885 and he did not purchase until 1897. No attempt was made to shew consent on the part of the *cestui que trusts*, and it was contended that, in the absence of such consent, the disqualification of the trust relationship still adhered to the trustee. The converse case of an alleged disqualification attaching to the purchaser because he had the power to become a trustee, though he had not in fact entered upon the trust, occurred in *Clark* v. *Clark* (9 App. Cas. 733). There one of two executors had not proved the will and had not disclaimed. It was held in the Privy Council that he was not disqualified from purchasing from the other executor. "A man so placed," it was said, "might possibly use his power in such a way as to raise a case for setting aside the transaction. . . . But that is a different thing altogether from the absolute disability attaching to one who would at the same moment be a vendor in trust for others and a purchaser on his own behalf." The analogy is by no means complete between a man who was a trustee and has ceased to be so, and a man who has never been a trustee, though he has the power to become one. But BUCKLEY, J., saw in this passage a principle which was applicable to both cases. Where the trust relation is not actually existing at the time of sale, there is no reason for importing a disqualification unless the circumstances are such as to suggest that the purchaser, whether a trustee in the past or a possible trustee in the future, is likely to be taking advantage of his position. In the case of a purchase after a period of twelve years from the cessation of the trusteeship, where there was no evidence that the retirement was with a view to sale, no inference was raised against a purchase by the *quondam* trustee, and his title, accordingly, was supported. And even where the lapse of time is not so great, it would seem that objection cannot be safely taken on the ground that a purchaser was at one time a trustee, unless there are special circumstances which make the transaction suspicious.

TRUSTEES AND THE STATUTE OF LIMITATIONS.

II.

WE pointed out last week (*ante*, p. 211) that the points arising under section 8 of the Trustee Act, 1888, which have been illustrated by judicial decision are (1) the cases excepted from the benefit of the section; (2) the persons who can, by virtue of the section, take advantage of the Statute of Limitations; (3) the mode in which the statute is applied to claims against trustees; and (4) its operation against tenants for life and reversioners. The first point we have already dealt with. It remains to consider the other three.

2. *The persons who can plead the statute.*—Section 1 (3) of the Trustee Act, 1888, which, like section 8, is not repealed by the Trustee Act, 1893, defines the expression "trustee" to include "a trustee whose trust arises by construction or implication of law as well as an express trustee." When, therefore, the section enables "a trustee or any person claiming through him" to plead the statute, it may, if necessary, be held to apply equally to constructive and to express trustees. But, as we have seen, a trustee who is such merely by construction or implication of law is under no necessity to resort to section 8, since equity has never refused him the benefit of the statute. Intermediate between a trustee merely by construction and an express trustee is the case of a person, such as a director of a company, who is in a fiduciary position and receives money by virtue of his position. We have already pointed out that in respect of the money so received he is regarded as an express trustee, and formerly he could not plead the statute: *Flitcroft's case* (31 W. R. 174, 21 Ch. D. 519). But whether directors are constructive or express trustees now makes no difference, for in either case they come within the provision of section 8, and so it was held in *Re Lands Allotment Co.* (42 W. R. 404; 1894, 1 Ch. 616). "Prior to the Trustee Act," said LINDLEY, L.J., there, "it had always been held that directors were not entitled to the benefit of the Statute of Limitations, because as regards such moneys they were to be treated as trustees who had committed a breach of trust. When, therefore, the Legislature passed the Trustee Act, 1888, protecting trustees against actions for breach of trust, how can it, with any sense, be said that directors are not to have the benefit of that statute?" The reasoning is unanswerable, and it is singular that any doubt should ever have been suggested as to the right of directors to the benefit of the Act. *Re Lands Allotment Co.* was followed in *Whitwam* v. *Watkin* (78 L. T. 188), where it was held that the Statute of Limitations was a good defence for directors who had paid away money *ultra vires* more than six years before action; and the rule was acted on in *Re National Bank of Wales* (48 W. R. 99; 1899, 2 Ch. 629). It does not, however, apply to a trustee in bankruptcy, or to any other person, such as a receiver, who is bound to account as an officer of the court: *Re Cornish* (44 W. R. 161; 1896, 1 Q. B. 99).

The expression "claiming through" a trustee points, not to beneficiaries, but to persons deriving property from and subject to the liabilities of the trustee or executor; that is, generally speaking, his executors, administrators, or assigns: *Leahy* v. *De Moleyns* (1896, I. R., pp. 213, 242). Hence section 8 does not enable the statute to be pleaded by residuary legatees against the claim of a creditor to follow assets into their hands.

3. *The mode in which the Statute of Limitations is applied to claims against trustees.*—Section 8 contains two separate provisions for applying the Statute of Limitations to claims against trustees. They are as follows: "(*a*) All rights and privileges conferred by any Statute of Limitations shall be enjoyed in the like manner and to the like extent as they would have been enjoyed in such action or other proceeding if the trustee . . . had not been a trustee; and (*b*) If the action or other proceeding is brought to recover money or other property, and is one to which no existing Statute of Limitation applies, the trustee . . . shall be entitled to the benefit of and shall be at liberty to plead the lapse of time as a bar to such action or other proceeding in the like manner and to the like extent as if the claim had been against him in an action of debt for money had and received." A good deal of ingenuity has been expended in trying to discover cases to which the first of these provisions might apply. In *Re Bowden* (39 W. R. 219, 45 Ch. D. 444), the first case where the point was raised, FRY, L.J., suggested a construction which would have made it quite inoperative. It is obvious, he said, in the first place, that a person could not be sued for breach of trust if he had not been a trustee; and, secondly, no Statute of Limitations confers any right or privilege in respect of a breach of trust. In other words, if the trustee had not been a trustee there would have been no claim against him at all. But as the action was by a newly-appointed trustee against the former trustees or their representatives to have trust property replaced, the claim fell within clause (*b*), and was barred.

In *How* v. *Earl Winterton* (45 W. R. 103; 1896, 2 Ch. 626) this was felt to be too summary a method of dealing with clause (*a*), though the difficulties which the clause presented were fully recognized. There a trustee had committed a breach of trust by neglecting to accumulate a fund to secure the payment of an annuity. The Court of Appeal objected to the theory of FRY, L.J., that to deprive the claim in such a case of the element of trust was to extinguish it altogether. It was suggested that, apart from trust, there was a breach of duty by the trustee which might render him liable to an action at law, or to an action for an account in equity, to which the Statute of Limitations would apply. "Throw away," says RIGBY, L.J., "the idea of breach of trust and of the equitable position in which he is placed by the fact that he is a trustee, he is still guilty of a breach of duty, and he is to be treated as though the

breach of trust were nothing more or less than a breach of duty, by reason of some act or omission of his." But even in that case, if clause (*a*) did not apply, it was agreed that clause (*b*) did. The action was an action to recover money, although the money was not the money of the plaintiff. "It is," said the same learned judge, "in substance an action to make the trustee pay money, and to make him pay money into a fund as against which the applicant has a claim." In *Robinson* v. *Harkin* (44 W. R. 702; 1896, 2 Ch. 415), STIRLING, J., intimated that a claim for contribution by one trustee against another was within clause (*a*), but it does not seem to be clear that the statute would not run against such a claim apart from section 8. Upon the whole the introduction of the clause has not proved to be of any tangible advantage to trustees, and it has considerably increased the difficulty of construing the section.

The operation of the section, then, really depends on clause (*b*), under which, in an action to recover money or other property to which no existing Statute of Limitation applies, the trustee is entitled to plead the statute as if the claim had been made against him in an action of debt for money had and received; that is, the action is barred by virtue of the Limitation Act, 1623, at the end of six years from the accrual of the cause of action. The exception of actions which are subject to an existing Statute of Limitations is chiefly important in claims to legacies. With regard to these, there is the express bar of twelve years imposed by section 8 of the Real Property Limitation Act, 1874; but so soon as a sum of money has, in pursuance of the trusts of the will, been set apart so as to be vested in trustees, then it ceases to be subject to this limitation, and in respect of any subsequent breach of trust section 8 of the Trustee Act, 1888, is applicable. This distinction was taken in *Re Swain* (1891, 3 Ch. 233), and it is illustrated also by the recent case *Re Timmis* (50 W. R. 164).

In *Re Swain* ROMER, J., is reported to have said that time ran against an action for breach of trust from the time when the loss occasioned by the breach of trust occurred. But it may be doubted whether this was correct, and in *Thorne* v. *Heard* (1894, 1 Ch., p. 605) LINDLEY, J., observed, "In the case of a breach of trust, a cause of action founded upon it accrues to the *cestui que trust* upon the commission of the breach of trust," although at the same time he referred to *Re Swain*. It is thus the breach, and not the consequent loss, which furnishes the cause of action, though of course in a case of concealed fraud the usual rule would apply, even apart from the express exception of fraudulent breaches of trust in section 8, and the statute would only run from the discovery of the fraud.

Since the six years' limit now prevails with regard to actions founded on breach of trust, a like limit will be imposed upon any account which is directed against the trustee. But this does not mean that the earlier accounts cannot be required for any purpose whatever. The distinction to be observed in such cases was pointed out by LINDLEY, L.J., in *How* v. *Earl Winterton* (45 W. R. 103; 1896, 2 Ch., p. 640). It has to be ascertained what the defendant had in hand at the commencement of the six years, and for this purpose reference to the earlier accounts may be necessary. "It is," said Lord LINDLEY, "a mere question of fact to be ascertained by evidence, and in particular by the examination of the defendant on oath, and the production of his earlier accounts, which, of course, are evidence against him." But to carry the account itself further back is "quite another matter. That involves the disallowance of every payment which the defendant cannot now prove that he is entitled to have allowed as against the plaintiff." Such an account would be necessary to determine what the trustee ought to have had; it is not necessary to determine what he actually had at the beginning of the six years; and it is what he actually had that is required to be known to give a starting-point for the six years' account. The form of account taken in *How* v. *Earl Winterton* is given in a note to *Re Davies* (1898, 2 Ch., p. 144), where an account in similar form was directed.

(*To be continued.*)

It is announced that the hearing of appeals from the Railway and Canal Commission will be begun in the Court of Appeal on Tuesday, the 11th of February next; and that these appeals, which have hitherto been taken in the order in which they have been set down, will now be formed into one group and taken continuously.

REVIEWS.

FACTORIES AND WORKSHOPS.

THE LAW RELATING TO FACTORIES AND WORKSHOPS (THE FACTORY AND WORKSHOP ACT, 1901), WITH APPENDIX CONTAINING THE SPECIAL RULES UNDER THE FACTORY ACTS 1891 AND 1895, THE TRUCK ACTS, 1831-1896, THE SHOP HOURS ACTS, 1892-1895, WITH NOTES, &c. By EVANS AUSTIN, M.A., LL.D., Barrister-at-Law. SECOND EDITION. Knight & Co.

This is a well-written, well-printed commentary on the new Act consolidating and repealing the previous legislation as to factories and workshops. The author carefully points out in his notes how far each section is a reproduction, and how far it is an amendment, of the repealed enactment on the same subject, and the notes are in other respects useful in the elucidation of the Act. The notes on the Truck Acts, in which Mr. Austin has been assisted by Mr. Valentine Ball, are also accurate and serviceable, and the cases have been brought well up to date. Many of the recent decisions given on appeals under the Workmen's Compensation Act are referred to (where they deal with the definitions in the Factory Acts), and the text of the former Act is given in an appendix.

RAILWAY AND CANAL TRAFFIC.

THE LAW RELATING TO TRAFFIC ON RAILWAYS AND CANALS. By EDWARD BOYLE, one of His Majesty's Counsel, and THOMAS WAGHORN, Barrister-at-Law. IN THREE VOLUMES. William Clowes & Sons (Limited).

This is an important work and is more complete in itself than any book dealing with the subject with which we are acquainted. The general index which is contained in the third volume hardly does justice to the rest of the work; it is not sufficiently full to enable the reader easily to ascertain at what pages he will find information on a particular subject; his search in the index will often have to be supplemented by reference to the excellent table of contents at the beginning of the first volume, and he will often be assisted by headings and side-notes to the pages. The information when found is, as a rule, full and satisfactory, and the reader will have before him not only the authors' views, but the statutes and cases on which those views are based or on which they form a commentary. The completeness of the work will but be demonstrated by a reference to its plan. Volume I. contains a commentary on the statutes and cases arranged under appropriate heads of subjects, and some useful forms of pleadings in the Railway and Canal Commission Court are appended; here the law relating to railway and canal traffic is exhaustively considered; railway rates, carriers' liability, equality of treatment, powers as to bye-laws and kindred subjects all find their proper place. In Volume II. the statutes and statutory rules and regulations are set out in full. Volume III. contains a summary of decided cases (references being added to the full reports of them where existing). There are, of course, numerous references to this volume from the others, but a little more might usefully have been done in the direction of cross-references between the volumes. The Light Railways Act, 1896, is not dealt with, but traffic on light railways is for the most part regulated by the general railway Acts which are applied to light railways, and are the main subject of this book. Purchase of lands and compensation are, of course, outside the scope of the work, and must not be looked for therein, nor is the subject of negligence fully treated.

BOOKS RECEIVED.

Selden Society. Select Pleas, Starrs, and other Records, from the Rolls of the Exchequer of the Jews, A.D. 1220-1284. Edited for the Selden Society by J. M. RIGG. Bernard Quaritch.

The Need and Practicability of Licensing Reform. By FREDERICK ERNEST SLEE, M.A., B.C.L., Barrister-at-Law. J. S. Phillips.

Food and Drugs. A Manual for Solicitors, Public Analysts, Inspectors, Traders, and others; being a Consolidation of the Sale of Food and Drugs Act, 1875; Sale of Food and Drugs Act Amendment Act, 1879; Margarine Act, 1887; Sale of Food and Drugs Act, 1899. By CHARLES JAMES HIGGINSON, Barrister-at-Law. Second Edition, Revised and Enlarged. Effingham Wilson.

The Factory Acts. By the late ALEXANDER REDGRAVE, C.B., her late Majesty's Chief Inspector of Factories &c. Eighth Edition. By H. S. SCRIVENER, M.A. (Oxon.), Barrister-at-Law, and C. F. LLOYD, Barrister-at-Law. Shaw & Sons; Butterworth & Co.

A Bar-Lamb's Ballad Book. By EVELYN UNDERHILL. Kegan Paul, Trench, Trübner, & Co. (Limited).

It is stated that Mr. Hemming, K.C., one of the official referees of the Supreme Court, will shortly resign his appointment.

CASES OF THE WEEK.

Court of Appeal.

Re SCHMARR. No. 2. 23rd Jan.

PRACTICE—COSTS—MONEY PAID INTO COURT UNDER LANDS CLAUSES CONSOLIDATION ACT, 1845—DEFAULT OF VENDOR—COSTS OF PAYMENT OUT—LANDS CLAUSES CONSOLIDATION ACT, 1845, ss. 76 AND 80—SUPREME COURT OF JUDICATURE ACT, 1890, s. 5.

This was an appeal by the London County Council against an order made by Byrne, J., that they should pay the costs of the petitioner in, and the respondents to, a petition for the payment out of court of a sum of £1,000, which had been assessed as the compensation for some houses in Bozier's-court, Tottenham-court-road, which belonged to Heinrich Schmarr, and were required by the London County Council for improvements under their statutory powers. The money was paid into court under the provisions of section 76 of the Lands Clauses Consolidation Act, 1845, by reason of the wilful neglect of Schmarr to make out a title to the property. The petition was presented by an incumbrancer of Schmarr, and other persons claiming to be incumbrancers were made respondents. Section 80 of the Lands Clauses Act provides: "In all cases of moneys deposited in the bank under the provisions of this or the special Act or an Act incorporated therewith, except where such moneys shall have been so deposited by reason of the wilful refusal of any party entitled thereto to receive the same, or to convey or release the lands in respect whereof the same shall be payable, or by reason of the wilful neglect of any party to make out a good title to the land required it shall be lawful for the court to order the costs of the following matters . . . to be paid by the promoters of the undertaking (*inter alia*) the costs of obtaining . . . the orders . . . for the payment out of court of the principal of such moneys . . . and of all proceedings relating thereto." By section 5 of the Supreme Court of Judicature Act, 1890, "Subject to the Supreme Court of Judicature Acts, and the rules of court made thereunder, and to the express provisions of any statute, whether passed before or after the commencement of this Act, the costs of and incident to all proceedings in the Supreme Court, including the administration of estates and trusts, shall be in the discretion of the court or judge, and the court or judge shall have full power to determine by whom and to what extent such costs are to be paid." The London County Council appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—It cannot be disputed that these costs are in the discretion of the court under section 5 of the Judicature Act, 1890, unless they are covered by the words "Subject . . . to the express provisions of any statute." It has been argued that the effect of section 80 of the Lands Clauses Consolidation Act, 1845, is to provide that costs in cases like the present shall not be paid. I do not think that section 80 does anything of the sort. It is true that under that section costs are only given in cases other than those excepted. But then comes an Act which places the excepted costs in the discretion of the court. We have no power to interfere with the discretion of Byrne, J., and if we had I see no reason why we should exercise it.

STIRLING, L.J.—Assuming that the court has no power to order payment of these costs under section 80 of the Lands Clauses Consolidation Act, I come to section 5 of the Act of 1890. It has been held in *Re Fisher* (42 W. R. 241; 1894, 1 Ch. 450) that under this section the court has discretion to give costs in cases under the old statutes, which made no provision for the payment of costs. Now it is admitted that there is no express provision in the Lands Clauses Consolidation Act which deals with this matter, but it is contended that section 80 prohibits the court from giving costs in a case like the present. I fail to see that this is so. I think that all that was done by section 80 was to abstain from conferring jurisdiction in cases of this sort. But that does not amount to a prohibition against giving costs. And it does seem to me that in this particular case it would be a great hardship if the court had no jurisdiction. Though the vendor has been in default there has been no default on the part of any of his incumbrancers. The money has been paid into court and cannot be got out without a petition. If the court had no jurisdiction in a case like the present, it seems to me there would be a deficiency in the authority of the court, and I think section 5 was meant to provide for this deficiency. I think Byrne, J., had a discretion in this case, and that we have no jurisdiction to interfere with it.

COZENS-HARDY, L.J., delivered judgment to the same effect.—COUNSEL, *F. Thompson; Sheldon; Combe; Edward Ford; Sills.* SOLICITORS, *W. A. Blaxland; Stileman & Neale.*

[Reported by J. L. STIRLING, Esq., Barrister-at-Law.]

HUNT *v.* LUCK. No. 2. 23rd Jan.

VENDOR AND PURCHASER—NOTICE—TENANT—NOTICE OF LESSOR'S TITLE—CONVEYANCING ACT, 1882 (45 & 46 VICT. c. 39), s. 3.

This was an appeal from a decision of Farwell, J. (reported 49 W. R. 155; 1901, 1 Ch. 45). The plaintiff claimed that two deeds, purporting to be executed by her late husband, might be declared to be null and void, or set aside and cancelled on the ground that the signatures were forgeries, or, in the alternative, that at the date of the execution of the deeds her husband was, through mental infirmity, totally incapable of transacting business, and did not understand what he was doing and never intended to execute any such deeds. The plaintiff's husband, Dr. Alfred Hunt, before the year 1894, was in practice at Hammersmith, and had been for several years the owner of certain freehold cottage property situated at Wimbledon. In 1893 Dr. Hunt had a paralytic stroke, which affected his mental and physical health, and he retired from practice in the following year. In 1895 he and the plaintiff went to reside in Hastings, where they became on very friendly terms with Mr. William Mercer Gilbert, a local house and estate agent. Dr. Hunt died on the 10th of June, 1898, and letters of administration with the will annexed were granted to the plaintiff in the following November. Mr. Gilbert died on the 6th of September, 1898, having by his will appointed the defendant, Miss Luck, his executrix, and made her residuary legatee and devisee. The defendants Sayer, Slater, and Hodgson alleged that by a deed dated the 31st of March, 1896, and purporting to be made between Dr. Hunt and Gilbert, a portion of the cottage property at Wimbledon belonging to Dr. Hunt was expressed to be conveyed by way of gift to Gilbert, that by a deed dated the 10th of October, 1896, and purporting to be made between the same parties, the whole of the cottage property was expressed to be conveyed to Gilbert in consideration of the sum of £12,000, and that by a subsequent deed Gilbert mortgaged part of the property to the defendants Sayer and Slater to secure the sum of £3,750, and by another deed mortgaged the remainder to the defendant Hodgson to secure the sum of £2,250. While negotiating the mortgages the defendants employed a valuer named Woodhams to value the property. While doing so it was alleged that he inquired of the tenants to whom they paid their rents, and was told that it was to Woodrow, who was a house agent at Wimbledon, and did as a fact collect the rents for Dr. Hunt. Woodhams did not see Woodrow, nor inquire on whose behalf he collected the rents. The plaintiff claimed that the mortgagees had constructive notice of the title of Dr. Hunt, as their valuer knew that the rents were paid not to Gilbert but to Woodrow, and if he had inquired he would have found that Woodrow paid them to Dr. Hunt. Farwell, J., held that the defendants did not have constructive notice of Dr. Hunt's title. The plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I think the judgment of Farwell, J., is right. The learned judge dealt with the case independently of the Conveyancing Act, 1882, and dealt with it under the law as established by decisions before that Act. In my opinion, the effect of those decisions is correctly stated by him thus: "A tenant's occupation is notice of all that tenant's rights, but not of his lessor's title or rights; (2) actual knowledge that the rents are paid by the tenant to some person whose receipt is inconsistent with the title of the vendor is notice of that person's rights." In the present case it is not suggested that the mortgagees had actual knowledge that the rents of this property were paid to some person whose receipt of them is inconsistent with the title of the mortgagor. Therefore we have to go back to the first of these rules. That rule means that if a purchaser or mortgagor has notice that a vendor or mortgagee is not in possession of the property, he must make inquiries of the tenant who is in possession and find out what the tenant's rights are, and if he does not choose to do so, whatever title he gets will be subject to the right of the tenant. I need only allude to *Mumford* v. *Stohwasser* (23 W. R. 833, L. R. 18 Eq. 556). I agree with Farwell, J., that the passage in the judgment in this case which seems to favour the idea that notice of a tenancy is notice of the title of the tenant's lessor was really a slip of memory on the part of Sir George Jessel. It is impossible to accept the proposition laid down in this passage without being prepared to disregard all the other authorities, including *Barnhart* v. *Greenshields* (9 Moo. P. C. 18), which was a case before the Privy Council. Then as to section 3 of the Conveyancing Act, 1882; in my judgment the only inquiry which ought reasonably to have been made here by the intending mortgagee was an inquiry to protect himself against any rights which the tenant might have, and I do not think that for the purpose of ascertaining the title of the vendor there is any obligation to make these inquiries of the tenant with reference to any other thing than the protection of the inquirer against the rights of the tenant. I will only add that in my judgment of the facts of this case I do not think that if this inquiry had been made these matters would have come to the knowledge of the intending mortgagee.

STIRLING and COZENS-HARDY, L.JJ., concurred.—COUNSEL, *Upjohn*, K.C., and *W. F. Webster; Hughes*, K.C., *Rufus Isaacs* K.C., and *Church*. SOLICITORS, *Henry H. Fanshawe; Leslie & Hardy*, for *Sayer & Colt*, Hastings.

[Reported by J. L. STIRLING, Esq., Barrister-at-Law.]

Re JOHN GRIFFITHS CYCLE CORPORATION (LIM.). DUNLOP PNEUMATIC TYRE CO. (LIM.) *v.* JOHN GRIFFITHS CYCLE CORPORATION (LIM.). No. 2. 22nd Jan.

PRACTICE—COSTS—RECEIVER—APPEAL PROSECUTED BY RECEIVER—SECURITY FOR COSTS—PAYMENT OUT OF SECURITY ON SUCCESS OF APPEAL TO RECEIVER—DECISION OF COURT OF APPEAL REVERSED BY HOUSE OF LORDS—REPAYMENT OF COSTS.

This was an appeal from an order of Joyce, J. On the 19th of March, 1898, the John Griffiths Cycle Corporation commenced an action against Humber & Co. for breach of contract. In June, 1898, Phillimore, J., gave judgment in the action for the defendants Humber & Co. On the 22nd of February, 1899, the present action was commenced against the Cycle Corporation by debenture-holders to enforce their security, and on the 24th of February, 1899, a receiver and manager of the undertaking of the corporation was appointed. On the 6th of March, 1899, an order was made in Ireland for the winding up of the Cycle Corporation, which was an Irish company, and a liquidator was appointed subject to his giving security, but his security was never completed. On the 9th of March, 1899, an order was made in the present action giving the receiver leave to appeal from the judgment of Phillimore, J. In June, 1899, Humber & Co. obtained an order in the Court of Appeal against the Cycle

Corporation for security for costs of the appeal, and £100 was paid into court by the receiver as security. Subsequently Humber & Co. applied to the Court of Appeal that the receivers as the plaintiffs in the debenture-holders' action might be added as parties. The Court of Appeal refused this application, but ordered the security for costs to be increased by £100, and this sum was paid into court by the receiver, making £200 in all. In July, 1899, the appeal was heard, and was allowed with costs, and the £200 paid into court as security was ordered to be paid out to the receiver. Humber & Co. appealed to the House of Lords, when the judgment of the Court of Appeal was reversed, and the judgment of Phillimore, J., restored. The Cycle Corporation was ordered to pay the costs of the proceedings in the Court of Appeal and in the House of Lords. Humber & Co., who held debentures in the Cycle Corporation, and had liberty to attend the proceeding, took out a summons in the present action asking that the receiver might be ordered to pay the costs recoverable by them under the order of the House of Lords, or, in the alternative, to pay to them the £200 paid out to him under the order of the Court of Appeal. Joyce, J., dismissed the summons. Humber & Co. appealed, but upon the appeal they limited their application to the repayment of the £200.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that in his opinion the court had no jurisdiction to make the order asked for, and even assuming that the court had jurisdiction, it was doubtful whether the court ought to exercise it in the present instance.

STIRLING and COZENS-HARDY, L.JJ., concurred.—COUNSEL, *Hamilton*, K.C., and *Tindal Robertson*; *R. J. Parker*. SOLICITORS, *Wilson, Bristows, & Carpmael*; *John B. & F. Purchase*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **OSBORNE & BRIGHT'S (LIM.).** Kekewich, J. 17th Jan.

VENDOR AND PURCHASER—SETTLED LAND—POWERS UNDER SETTLED LAND ACTS—CONFLICT—SETTLED LAND ACTS, 1882 (45 & 46 VICT. c. 38), s. 56; 1884 (47 & 48 VICT. c. 18), s. 6.

Adjourned summons under the Vendor and Purchaser Act, 1874. The question raised by the summons was whether the vendors of a portion of settled property, who were selling under a power of sale in the settlement, were bound in consequence of section 56 of the Settled Land Act, 1882, to get any consent, and whose consent was required. The settlement was created by the will of a testator who died in 1886, and devised all his real estate to trustees upon trust to stand possessed thereof as to one-fifth part for each of his four daughters, and as to the other fifth part for the children of a deceased daughter. The share of each daughter was to be held in trust for her for life for her separate use without power of anticipation, and after her decease as she should by deed or will appoint, with a gift over in default of appointment which was void under the rule against perpetuities. Some of the shares had become absolutely vested in consequence of the exercise of the power of appointment, but others were still settled. The purchasers objected that in consequence of section 56 of the Settled Land Act, 1882, the consent of all the persons who were tenants for life of shares or persons having the powers of tenants for life was necessary before the power of sale could be exercised by the trustees, because these persons had a power of sale under the Act, and therefore a case of conflict within the meaning of the section had arisen: *Re Peacock & Prankerd's Contract* (44 W. R. 247; 1896, 1 Ch. 302), *Earl of Lonsdale* v. *Lowther* (1900, 2 Ch. 607). For the vendors it was argued that the case did not fall within the Settled Land Act, 1882, at all, because there was no one in the position of tenant for life of one of the shares; and if it did, the consent of one of the persons who together made up the tenant for life was sufficient, by section 6 (2) of the Settled Land Act, 1884. There was no conflict between the powers of the trustees to sell the entirety and the statutory power of each tenant for life to sell her own share. The purchasers replied that, though there were tenants for life each of whom had the powers of a tenant for life of her own share, yet they did not together constitute "the tenant for life" as referred to in the Settled Land Acts, and therefore the consent of all must be obtained.

KEKEWICH, J.—By this will property is given to trustees upon trust to divide it into five shares and those shares are settled in a manner of which it is only necessary to notice that there is a tenant for life in possession with an absolute power of appointment. The trustees have an absolute express power of sale, which they propose to exercise. The question is whether, if they exercise it, the consent of the tenants for life is required. It has seemed good to the Legislature when introducing the code which is called the Settled Land Act, to provide by section 56 that "in case of a conflict between the provisions of a settlement and the provisions of this Act relative to any matter in respect whereof the tenant for life exercises or contracts or intends to exercise any power under this Act, the provisions of this Act shall prevail; and accordingly notwithstanding anything in the settlement the consent of the tenant for life shall, by virtue of this Act, be necessary to the exercise by the trustees of the settlement of any power conferred by the settlement exercisable for any purpose provided for in this Act. If, therefore, the trustees were selling property settled upon one of the tenants for life with remainder to someone else the consent of that tenant for life would be required. The section is very strangely worded; sub-sections 2 and 3 do not fit. But the object is clear; no person is entitled to exercise powers given by the Act to a tenant for life without his consent. The argument of the vendors is that there is no conflict here, because the power of the trustees is to sell the entirety, while the powers given to a tenant for life by the Act are only to sell his own share. This is clearly not well founded; a tenant for life can sell her own share if she pleases, because she is perfectly competent to alienate, and therefore if the trustees sell they will deprive her of the power to do so. Consequently there is such a conflict as is referred to in the Act, and consent is required. By the Act of 1884, s. 6, the consent of only one person is required where several persons make up "the tenant for life," but here there is not a tenant for life made up of several persons, but several tenants for life each with an undivided share, and consequently I declare that the power of sale in the settlement is not exercisable without the consent of every person beneficially entitled who is tenant for life or entitled to exercise the powers of a tenant for life under the Settled Land Acts.—COUNSEL, *J. T. Prior*; *E. P. Hewitt*. SOLICITORS, *Vallance & Vallance*, for *Herd & Nutt*, Birmingham; *Sanders & Harding*, for *J. C. Fowke & Son*, Birmingham.

[Reported by J. F. ISELIN, Esq., Barrister-at-Law.]

Re **THE LEAS HOTEL CO. (LIM.). SALTER** *v.* **THE LEAS HOTEL CO. (LIM.).** Kekewich, J. 11th and 17th Jan.

DEBENTURE—POWER OF COURT TO APPOINT MANAGER—UNDERTAKING OF COMPANY.

Motion by the plaintiff in a debenture-holders' action against the company for the appointment of a receiver and manager of the property and undertaking the company, which carried on the Leas Hotel at Folkestone. The debentures in terms charged "all the lands, buildings, property, stock-in-trade, furniture, chattels, and effects whatsoever present and future." The question raised was whether the court could appoint a manager, in the absence of any reference to the goodwill or business of the company. For the plaintiff it was argued that the charge of all the property and effects of the company would include the goodwill so as to entitle the debenture-holder to the appointment of a manager of the property. In support of the argument reference was made to *Peak* v. *Trinsmaran Iron Co.* (24 W. R. 361, 2 Ch. D. 115), *Makins* v. *Percy Ibotson & Sons* (39 W. R. 73; 1891, 1 Ch 133), *Whitley* v. *Challis* (40 W. R. 291; 1892, 1 Ch 64), *County of Gloucester Bank* v. *Rudry Merthyr Steam and House Coal Co.* (43 W. R. 486; 1895, 1 Ch. 629), *Jennings* v. *Jennings* (46 W. R. 544; 1898, 1 Ch. 378), and *Re David and Matthews* (47 W. R. 313; 1899, 1 Ch. 378). The company did not oppose the application.

KEKEWICH, J.—On the whole I think I have jurisdiction to appoint a manager. The question is whether the goodwill of the business is charged by these debentures. The test in all these cases is whether in the event of the realization of the security the business or goodwill can be sold by the order of the court; in other words, whether the plaintiff, under the order of the court, can make a good title to a purchaser. That depends on the question whether the goodwill is comprised, either expressly or by implication, in the debenture. That was pointed out by the Lords Justices in the case of *Whitley* v. *Challis*, and it has been pointed out by myself in several cases. The duty of a manager is only to manage for the purposes of realization, but, notwithstanding that, I frequently have before me applications that the manager should go on managing for the purpose of making a profit. I always insist on realization at the earliest convenient moment and upon management only to that end. *Whitley* v. *Challis* was a peculiar case. There the charge was of a building agreement and all the premises comprised therein and the hotel or buildings to be thereafter erected. No other words were added which could be construed as passing the business carried on in the hotel and buildings, and because the business of the hotel could not be sold by the mortgagee under his security, the Court of Appeal refused to appoint a manager. I have, on the other hand, two cases: *Jennings* v. *Jennings*, before Stirling, J., and *Re David and Matthews*, before Romer, J. In *Jennings* v. *Jennings* the learned judge had to consider whether the goodwill was included in the words "assets of the partnership," and he held that it was, and the ground of his decision was that the goodwill might in some sense be treated as property. In *Re David and Matthews*, which was also a partnership case, the learned judge had different words to construe. They were "effects and securities," and the learned judge, following *Jennings* v. *Jennings*, thought that those words were sufficient to cover the goodwill. I have here to consider the words "all property and effects whatsoever." If, as regards a partnership, the words "partnership assets" covers goodwill, and the word "effects" covers goodwill, I think that "property" must also cover goodwill. Then, is there any distinction between a partnership case and a company case for this purpose? I know of none. A company is simply a partnership on special terms authorized by the Legislature. I therefore think that I shall be safe in holding that the goodwill passed under this debenture, and I grant the application accordingly.—COUNSEL, *F. F. S. Stokes*; *Hon. Frank Russell*. SOLICITORS, *Dod, Longstaffe, Son, & Fenwick*; *F. G. Lewis*.

[Reported by J. F. ISELIN, Esq., Barrister-at-Law.]

Re **MARE'S SETTLEMENT. MARE** *v.* **HOWEY.** Kekewich, J. 15th Jan.

MARRIAGE SETTLEMENT—CONSTRUCTION—ULTIMATE TRUST FOR NEXT-OF-KIN OF WIFE—"WITHOUT HAVING BEEN MARRIED."

Adjourned summons. By a marriage settlement certain property was settled upon usual trusts for the benefit of the husband and wife and the children of the marriage, with remainder as to one moiety, in the event (which happened) of the wife dying in the husband's lifetime, upon trust for the husband for life or until he should assign or incumber his interest, and after the determination of his interest upon such trusts as the wife should by will or codicil appoint, and in default of appointment "upon trust for such person or persons as under or by virtue of the statute for the distri-

bution of intestates' estates should or would have been entitled to her personal estate in case she had died intestate without having been married, and if more than one of them, in the same manner as they would be entitled to such personal estate under such statute." The wife died intestate in 1848. The only child of the marriage died in 1864, an infant, without having been married. The husband's interest terminated by his death in 1898. The question raised by the summons was whether the infant was entitled to the above-mentioned moiety of the settled property or whether it passed to those who would have been the wife's next-of-kin if she had never been married. It was stated that the authorities on the subject were in a very tangled state. For the husband's executrix it was argued that the expression "next-of-kin" in a marriage settlement ought never to be construed so as to exclude a child of the marriage, for whom it was one of the objects of the settlement to provide: *Stoddart* v. *Savile* (42 W. R. 361; 1894, 1 Ch. 480), *Re Arden's Settlement* (35 SOLICITORS' JOURNAL 70; 1890, W. N. 204), *Re Forbes* (1899, W. N. 6), *Re Ball's Trusts* (27 W. R. 409, 11 Ch. D. 220). The fact that the father would succeed as the next-of-kin could make no difference, as was shewn by *Pratt* v. *Mathew* (2 B. 328, affirmed 4 W. R. 772), and the fact that there was or was not another provision for the children must be immaterial. For those who would have been the wife's next-of-kin if she had never been married reference was made to *Upton* v. *Brown* (28 W. R. 38, 12 Ch. D. 872), *Emmins* v. *Bradford* (28 W. R. 531, 13 Ch. D. 493), and *Re Dean's Trusts* (1900, 1 Ir. R. 341). The classes must be ascertained at the death of the husband and not of the wife, and therefore the son was excluded.

KEKEWICH, J.—In this case counsel have been ploughing the sand; the question they have argued does not arise at all. The case is really concluded by *Wilson* v. *Atkinson* (4 De G. J. & S. 455), to which no counsel has referred. The words used in the settlement in that case were almost the same as those in the settlement before me. The decision was that the child surviving the wife took, the only object of the words used being to exclude the husband. There was a special agreement, which I have seen, and which is unusual, because the lady had an illegitimate child, and Turner, L.J., took pains to explain that that child took because it was declared that she should be in the same position as a lawful child. The declaration was useful as shewing that she took as a child, and not to explain the construction of the settlement. I do not think the case can be distinguished. That being so, my duty is clear. It is a decision of the Court of Appeal nearly forty years old, and I must follow it, and decide that the moiety in dispute went to the child as next-of-kin of his mother. —COUNSEL, *Manby; John Gent; Hon. F. Russell; S. B. L. Druce.* SOLICITORS, *Wedlake, Letts, & Wedlake*, for *Marshall & Ashwell*, Stoke-upon-Trent; *Crossman & Prichard*; *Woodcock, Ryland, & Parker.*

[Reported by J. F. ISELIN, Esq., Barrister-at-Law.]

Re **W. KEY & SON (LIM.).** Byrne, J. 17th and 22nd Jan.

COMPANY—REGISTER OF MEMBERS—TRANSMISSION TO TRUSTEE IN BANKRUPTCY—LIEN OF COMPANY UPON SHARES—NOTE AS TO LIEN UPON REGISTER—FORM OF CERTIFICATE—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), TABLE A, ARTICLE 13.

Motion. This was a motion under the Companies Acts, 1862 to 1900, for the rectification of the register of members of the above company by entering the name of A. E. Preston in respect of 4,000 ordinary shares in the place of T. H. Norris, in whose name they were standing. Norris had become bankrupt in January, 1901, and Preston was his trustee in bankruptcy. Norris was alleged to have been indebted at the time of his bankruptcy to the company for certain sums of money. The articles of association provided that the company should have a lien upon all the shares registered in the name of each member for his debts and liabilities to the company, and that the company might decline to register any transfer of shares upon which they had a lien. The articles, however, did not deal with the transmission of shares otherwise than by transfer. Preston had applied to be registered in respect of the 4,000 shares; but the company claimed the right to enter upon the register a note or memorandum of their claim to a lien upon the shares for the debts and liabilities of Norris to the company, and they had in fact placed the applicant upon the register with such a memorandum after the notice of motion. They also proposed to put a similar note at the foot of the certificate granted for these shares, which otherwise was in the ordinary form. Preston refused to accept such a certificate, contending he was entitled to have the register and certificate without any such memorandum upon them; and this motion was made on his behalf. Previously the company had brought an action against Preston to establish their lien for the sums above mentioned. Preston denied that such sums were due, and resisted the action.

BYRNE, J.—The application is made for rectification of the register, but I do not think that it will be disputed that the certificate ought to be in accordance with the register. There is no special article of association with reference to the transmission of shares, so we are thrown upon Table A. I think that primarily the right of a person taking by transmission is to be entered upon the register in the same way as his predecessor in title was entered, and to have his certificate in the same form as his predecessor had. With regard to the register the suggestion came to this—that the company may put anything on it which is not absolutely mischievous to the shareholder, and which is put on in good faith. There is nothing in the Act to prohibit their using the register for memoranda, but in this case, if they may put this memorandum upon it, I do not see how their claim to put it upon the certificate can be resisted, as the certificate ought to correspond with the register. It is suggested that the memorandum ought to be allowed to be put on the register, because new directors or a new secretary might forget about the accrued lien. The same argument would have applied when the bankrupt was upon the register. The only ground which could be suggested for the certificate being granted in the form proposed was that, the company now having a claim for a specific lien, they might hereafter be estopped if they granted a certificate without mentioning on it that they had such a claim, and that the lien under the articles had ripened into an immediate charge for a sum of money. I should be sorry to say anything to suggest that they could be under any such liability. Why should the trustee be placed in a worse position than the bankrupt? The certificate is evidence of his legal title. If there were any probability of a fraudulent or wrongful dealing on the part of the applicant with these shares when he got the certificates, the company might apply by injunction in the pending action to restrain him. It may turn out that the company have no lien at all upon the shares, and yet if this memorandum is allowed, the trustee would have a certificate saying that the shares are subject to it, and the company might refuse to grant another certificate because that one was not worn out or lost. It seems to me that the company have no right to put on the certificate a memorandum which will make it appear that the certificate was subject to some special right which interferes with the legal title. I think that the register ought to be rectified by striking out any reference to the specific claim of the company to a lien, and I intimate that it seems to me that the form of the certificate must follow the form of the register. —COUNSEL, *Levett*, K.C., and *Frank Evans*; *Norton*, K.C., and *Muir Mackenzie.* SOLICITORS, *Ward, Perks, & McKay*; *W. H. Court*, for *Albin, Hunt, & Fourmy*, Chesham and Berkhamsted.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

PEPPERELL *v.* **HIRD.** Byrne, J. 25th Jan.

PRACTICE—SUMMONS FOR DIRECTIONS—INTERLOCUTORY ORDER TO DISMISS ACTION—R.S.C. XXX. 2, 5.

This was an action in which a writ was issued and a statement of claim delivered. An order was made in chambers dismissing the action unless the plaintiff delivered an amended statement of claim within fourteen days—the ground being that the statement of claim disclosed no cause of action and was frivolous. On the 19th of December an amended statement of claim was delivered, and on the 9th of January the defendant's solicitors applied to dismiss the action on the ground that the amended statement of claim disclosed no cause of action, and was frivolous. The plaintiff did not appear on the hearing of the application. On his moving to set aside the order,

BYRNE, J., held, on the authority of *Horton* v. *Bosson* (80 L. T. 435), that, as the order was made in an interlocutory proceeding under rule 2 of order 30, there was jurisdiction to make such an order under the summons for direction, after two days' notice under ord. 30, r. 5.—COUNSEL, *Clayton.* SOLICITORS, *Stanley Evans & Co.* Plaintiff appeared in person.

[Reported by J. ARTHUR PRICE, Esq., Barrister-at-Law.]

THE AMERICAN STEEL AND WIRE CO. *v.* **GLOVER & CO. (LIM.).** Farwell, J. 28th Jan.

PRACTICE—PATENT—ACTION FOR INFRINGEMENT—CERTIFICATE AS TO PARTICULARS OF OBJECTIONS—COSTS—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), s. 29, SUB-SECTION 6.

This was an action for the infringement of a patent. Particulars of objections were delivered in the usual course. Upon the action coming on for trial, the plaintiffs offered no evidence and applied to have the action dismissed. The defendants then applied for a certificate under section 29, sub-section 6, of the Patents, Designs, and Trade-Marks Act, 1883, that their particulars of objections were reasonable and proper, in order that the costs might be allowed.

FARWELL, J., held that he could not hear evidence merely for the purpose of determining this question; and, following *Maudsley* v. *Morley* (43 W. R. 266), dismissed the application.—COUNSEL, *A. J. Walter; T. Terrell*, K.C., and *Frost.* SOLICITORS, *Sutton, Ommanney, & Rendall; Haynes & Claremont.*

[Reported by J. F. CARR, Esq., Barrister-at-Law.]

Re **TRENCHARD. TRENCHARD** *v.* **TRENCHARD.** Buckley, J. 8th and 9th Nov.; 21st Jan.

SETTLED LAND—EQUITABLE TENANT FOR LIFE OF HOUSE CONDITIONAL ON RESIDENCE—LIMITATION OF POWER OF SALE OF TENANT FOR LIFE—RELEASE BY TENANT FOR LIFE OF LIFE INTEREST—FORFEITURE—POWER OF TRUSTEES TO COMPROMISE—SETTLED LAND ACT, 1882, s. 51—TRUSTEE ACT, 1893, s. 21.

By his will, dated the 20th of November, 1897, a testator (clause 3) gave to his wife the use of his residence "Woodville," Honor Oak, so long as she should desire to make it her permanent place of residence and should remain his widow, his estate to pay all rates, taxes, and outgoings in respect thereof, and to keep the house and grounds in tenantable repair. The will contained a devise and bequest of his residuary estate to his trustees upon trusts for sale and conversion, and to hold the proceeds on the trusts declared concerning his residuary estate, with powers to them to postpone the sale of his Honor Oak estate till the death or remarriage of his widow, and to lease his freehold and leasehold estates. The persons entitled to his residuary estate were his children, the shares of some of whom were settled; some of the persons entitled under the settlements were infants. By an order in a previous action (*Re Trenchard, Ward* v. *Trenchard*, 16 Times L. R. 535) Byrne, J., declared that the widow was a tenant for life under the Settled Land Act, and that, by the exercise of her power of sale, she would not lose the benefits given her by the will. In consequence of disputes between the widow and the trustees an arrangement was entered into between the widow and such of the other beneficiaries as were *sui juris*, under which the widow was to release to the trustees her beneficial interest in the house (amounting in the aggregate to £330 a year), and was to receive in exchange

an annuity of £275 payable during widowhood. The present summons was taken out by the widow to obtain the sanction of the court for this arrangement. The arguments are sufficiently indicated in the judgment.

BUCKLEY, J., after stating the facts, continued: The applicant in this case has argued that the provision as to residence contained in this gift is, by section 51 of the Settled Land Act, 1882, to be deemed void, and that she is entitled during widowhood whether she reside or not. In my opinion that is not so. Section 51 does not provide that a provision such as this shall be void, but that as far as it tends to induce the tenant for life not to exercise the power under the Act it shall be void. It is in the words "as far as" that, in my opinion, the solution of the question lies. Residence may cease upon sale and consequent delivery of possession to a purchaser, or may cease upon cesser of residence irrespective of sale. Complete effect is given to section 51 if the provision be deemed to be void in the first case but not in the second. I see no reason why there should not consistently with the Act exist a valid gift over in the event of ceasing to reside voluntarily and not upon a sale. It seems to me that that is the joint effect of this will and of the Act. [His lordship then quoted the order of Byrne, J., above referred to, and continued:] In other words, she can sell, and if she sells she will be entitled as against the proceeds of sale to the same annual benefit (which must then be represented by money) as if she had not sold. This follows the decisions of Pearson, J., in *Re Paget's Settled Estates* (30 Ch. D. 161) and of North, J., in *Re Ames* (25 Ch. D. 72) and *Re Smith* (1899, 1 Ch. 331). The result of section 51 is that the provision as far as it is a fetter upon the power of sale is void, and under sub-section 2 of that section a new estate is given to the beneficiary by virtue of the statute extending to a like interest in the proceeds of sale. But this having been insured the words "as far as" in section 51 are satisfied, and if there be a voluntary cesser of residence apart from sale there is no reason why the testator's disposition should not take effect, inasmuch as that proviso does not tend to induce the tenant for life not to sell. This was the decision of North, J., in *Re Haynes* (37 Ch. D. 306). It was argued that the decision of Romer, J., in *Re Eastman's Settled Estates* (1898, *Weekly Notes*, 170, of which the best report is to be found in 43 SOLICITORS' JOURNAL, 114) is inconsistent with this view. In my opinion that is not so. The form of the summons is stated in the SOLICITORS' JOURNAL, it did not go to the question of what the rights of the widow would be if she voluntarily ceased to reside apart from sale. The question whether the provision for the reduction of the annuity was void under section 51 was raised in connection with the question whether the applicant was entitled during widowhood to the income arising from the proceeds of sale. That question, as it seems to me, is the only question which the learned judge answered. He did not decide that, if she voluntarily ceased to reside, the reduction of the annuity would not take effect. In my judgment, therefore, the applicant in this case is not entitled to an interest during widowhood discharged from the provision as to residence. But if she sells and, therefore, ceases to reside, she will by virtue of section 51 be entitled as against the income of the proceeds of sale to the same benefits as if she had not sold. Under these circumstances the question is whether the trustees can compromise her rights in the manner proposed. The attitude of the applicant, as I understand it, is this. She says: "I have a beneficial interest in this house, and I propose to keep it by continuing to reside there or by exercising my right of selling it under the Act, and, therefore, having a beneficial interest in the proceeds measured by the benefit given me by the will." Under section 50 she cannot release or assign her power of sale, but there is nothing in the Act to prevent her from making any arrangement for disposing of her beneficial interest in the house. The nature of the compromise is this: the pecuniary benefit given to her by clause 3 of the will is at present about £320 a year, which is measured by the rent of the house in which she is entitled to live rent free and the rates, taxes, and other outgoings which the trustees are bound to pay. She says: "I am willing to take in exchange for that £275 a year." If that offer is accepted and she goes out of residence her estate ceases, but she has been paid for it by a sum payable annually. The sale must be either good or bad; if it is good, she loses her power of sale and forfeits her interest, but she keeps the purchase-money; if it is bad, there is no forfeiture and she resumes her right of residence and her power of sale. She only goes out of residence because she is paid the value of the right. It is argued for the trustees that this is an investment of money belonging to married women and infants and is a wrong application of their funds. That argument seems to me to be fallacious. This is not an investment of their funds; at present they are subject to a payment of £320 a year, and in future they will be liable to pay £275. In fact they are receiving something; they are not paying anything; they pay something less than before and to that extent get a benefit. The widow gives up something, but she obtains this benefit, that she is no longer obliged to reside in a certain house. The trustees get this benefit, that they are relieved from the difficulty in which they might have been placed, that the widow might have continued to reside and thus have interfered with the building scheme, or might have sold the house under her statutory power and yet have retained her interest in the proceeds of sale. It seems to me that this is a fair compromise for all parties, and I declare that it is within the power of the trustees to enter into it, and I sanction it accordingly.—COUNSEL, *Astbury*, K.C., and *J. Bradford*; *Hunt*; *E. Clayton*. SOLICITORS, *Harston & Bennett*; *Ward, Perks, & McKay*.

[Reported by H. L. OAKESTON, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

ATTORNEY-GENERAL *v.* **LORD MONTAGU.** Phillimore, J. 15th Jan.

INLAND REVENUE—ESTATE DUTY—TENANT FOR LIFE AND TENANT IN TAIL—MORTGAGE OF SETTLED PROPERTY—VALUE OF PROPERTY PASSING ON DEATH OF TENANT FOR LIFE—DEDUCTION—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), ss. 1, 2 (1) (*b*), 7 (7).

Information by the Attorney-General claiming estate duty from the defendant, the tenant for life of the Ditton Park estate, upon the whole of the estate without deducting a mortgage raised during the life tenancy of the defendant's predecessor. By the will of the Duke of Buccleuch and Queensberry the Ditton Park estate was settled upon the Duchess of Buccleuch and Queensberry for her life, with remainder to the defendant in tail male. On the 28th of May, 1888, the duke being then dead, a disentailing deed was executed by the duchess, the defendant, and the latter's eldest son, the estate being resettled upon the duchess for life, with remainder to such uses as the defendant and his son should jointly appoint. On the 29th of May, 1888, the aforesaid parties to the deed of resettlement raised a mortgage on the estate for £27,000, the ordinary personal covenants being entered into by the defendant and his son only, and by a deed of even date the defendant covenanted to protect the life interest of the duchess in the property. In 1895 the duchess died, and the Crown now sought to make the defendant, the present tenant for life, liable under the Finance Act, 1894, ss. 1, 2 (1) (*b*), and 7 (7), to pay estate duty upon the full value of the property which had been subject to the life interest of the duchess. The defendant contended that he was only liable to pay estate duty upon the equity of redemption which passed to him upon the death of the duchess.

PHILLIMORE, J., in giving judgment, said he was of opinion that judgment ought to be entered for the Crown. The mortgage was created solely for the benefit of the defendant, the duchess receiving nothing in respect of it. Further, the life estate of the duchess was protected by the indemnity given by the defendant. Under those circumstances the estate of the duchess while tenant for life in no way suffered by reason of the mortgage. The Crown on the death of the duchess claimed estate duty upon the whole of the property, but the defendant contended that he was only liable to pay duty upon the value of the property which passed to him, and that the legal incumbrances upon the estate should be taken into consideration. He, the learned judge, was of opinion that the interest which passed to the defendant was the full value of the estate, and that no deductions ought to be made in respect of the mortgage. Judgment for Crown.—COUNSEL, *Sir R. B. Finlay*, A.G., *Sir E. Carson*, S.G., and *Vaughan Hawkins*; *Danckwerts*, K.C., and *J. Austen-Cartmell*. SOLICITORS, *Solicitor of Inland Revenue*; *Nicholl, Manisty, & Co.*

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

STEVENSON *v.* **CHILDS AND BROWN.** Darling, J. 25th Jan.

PROMISSORY NOTE—PLACE OF PAYMENT WRITTEN ACROSS FACE OF NOTE—MEMORANDUM—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT. c. 61), s. 87 (3).

In this case the plaintiff sued the defendant Brown to recover £100, the amount of a promissory note made by Childs, and dated the 18th of November, 1901, the payment of which had been guaranteed by the defendant Mrs. Brown. The defendant Childs had had a writ issued against him, but he could not be found. The defendant Brown denied liability. In November, 1901, Childs required £300 for the purpose of erecting certain buildings on land to be leased to him by Brown, and it was arranged that the plaintiff should advance the money upon three promissory notes of Childs for £100 each, payable respectively one, two, and three months after date. As a security for the repayment of the money Brown signed a guarantee in the following form: "If you will discount Mr. G. Childs's three promissory notes for £100 each . . . I will, in consideration of your so doing, in the event of all or either of the said promissory notes being dishonoured at maturity, pay you the amount of such dishonoured note or notes, as the case may be." The promissory notes, with the exception of the date at which they became payable, were in the following form: "One month after date I promise to pay to Mr. H. G. E. Stevenson or order the sum of £100, value received.—George Childs," and across the note was written "payable at the London and Provincial Bank, Walthamstow.—George Childs." The note now sued on became payable on the 21st of December and was taken for presentment to the bank by a clerk. It appeared that the London and Provincial Bank had three branches at Walthamstow and at the first branch the clerk went to he was told that Childs had no account there; at the second branch he went to he was told that the note required the plaintiff's endorsement. This was obtained and the clerk finding that it was too late to return to the bank went to Childs's residence, when he was told that the latter had gone away. Childs had not since been found and the defendant Brown was now sued as a guarantor. Section 87 of the Bills of Exchange Act, 1882, provides that (1) Where a promissory note is in the body of it made payable at a particular place, it must be presented for payment at that place in order to render the maker liable. In any other case presentment for payment is not necessary in order to render the maker liable. (2) Presentment for payment is necessary in order to render the indorser of a note liable. (3) Where a note is in the body of it made payable at a particular place, presentment at that place is necessary in order to render an indorser liable, but when a place of payment is indicated by way of memorandum only, presentment at that place is sufficient to render the indorser liable, but a presentment to the maker elsewhere, if sufficient in other respects, shall also suffice. For the plaintiff it was contended that non-payment of a note was a sufficient dishonouring of it when the name of the particular place at which it was to be payable was not expressed in the body of it. The words "payable at the London and Provincial Bank, Walthamstow," did not constitute the mention of a particular place in the body of the note, as they were only written across the note. Counsel referred to *Williams* v. *Waring* (10 B. & C. 2); *Walton* v. *Mascall* (13 M. & W. 452); *Masters* v. *Barretto* (19 L. J. C. P. 50). For the defendant it was contended that a guarantor

could not be sued until the note had been dishonoured. This note had not been dishonoured as there had been no presentment at the place named for payment. The words written across the note were not a mere memorandum, but formed part of the note itself. The following cases were referred to: *Rowe* v. *Young* (2 Bligh 39); *Vander Donckt* v. *Thellusson* (8 C. B. 812); *Warrington* v. *Early* (2 E. & B. 763); *Exon* v. *Russell* (4 M. & S. 505).

DARLING, J., in giving judgment for the plaintiff, said that the question he had to decide was whether the note was made payable at the London and Provincial Bank, Walthamstow. The Act of 1882 said that if the direction as to where the note was to be paid was in the body of the note, it must be presented at that place to render the maker liable. In accordance with the old cases and the statute, if the words in question were written in a corner of the note they would be merely a memorandum, and that memorandum was not part of the contract or part of the body of the note. The question in the present case was whether it made any difference that they were not written in a corner of the note but written across it. The note would have been a perfectly good one without the words written across it. He, the learned judge, came to the conclusion that the words written across the note were not in the body of the note, and, that being so, section 87 of the Act of 1882 expressly said that presentment was not necessary at a particular place unless that particular place was mentioned in the body of the note. It was said that by sub-section 3 of section 87 Mrs. Brown was entitled to be considered an indorser. Even if she were an endorser the sub-section would not apply to her, because the particular place was not mentioned in the body of the note. He, the learned judge, did not think, however, that she could be considered as indorser, because the statute related to what was on the note itself, and not to anything in a separate document. Mrs. Brown was not an indorser of the note, but had given a guarantee upon which she was sued, and upon which she was liable. Judgment for plaintiff.—COUNSEL, *Hammond, Chambers*, K.C., and *Drury; Cyril Dodd*, K.C., and *Doherty*. SOLICITORS, *Seal & Edglow; Andrews & Andrews*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re **HASLAM & HIER-EVANS**. Kekewich, J. 15th Jan.

TAXATION—SURCHARGE—COMMISSION—AGREEMENT IN WRITING—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. c. 44), s. 8.

Summons by solicitors to review taxation. On the 9th of January, 1899, the solicitors received the following commission note from the owner of a patent: "In the event of your introducing to me a purchaser whose terms I may accept for the United Kingdom rights of Keats' Patent Marine Engine Governor, I hereby agree to pay you as follows: The sum of £250 out of a purchase price £3,750, or the sum of £300 out of a purchase price £4,000, and an additional £100 for every £1,000 additional purchase price beyond £4,000, and *pro ratâ* for any part of £1,000. I will pay the above sums to you upon receiving the cash for sale of the United Kingdom rights. This letter is not to be taken as giving any option over the same patent rights for the United Kingdom." The solicitors in consequence informed their client J. G. Ohlson that the invention was for sale, and shewed him the commission note, and he subsequently purchased the invention for the sum of £3,000. The solicitors thereupon brought an action against the vendor for a sum on account of commission on the sale of the invention and certain reserved royalties, and the action was settled by the payment of £210 into court by the vendor, which was accepted by the solicitors. Upon the taxation of the solicitors' bill of costs against the executors of Ohlson, the taxing-master held that the solicitors were liable to account for the sum of £210 as received by them on behalf of Ohlson. The solicitors carried in objections to the allowance of this surcharge, which were, however, disallowed by the master, on the ground that the case was governed by *Tyrrell* v. *Bank of London* (10 W. R. 359, 10 H. L. C. 26) and by *Copp* v. *Lynch* (26 SOLICITORS' JOURNAL, 348), and that by section 8 of the Solicitors' Remuneration Act, 1881, the solicitors were not entitled to obtain the sum in dispute at the expense of their client unless they had an agreement in writing to that effect. The summons claimed that the surcharge ought to be disallowed.

KEKEWICH, J.—A large number of the summonses to review taxation might with advantage not be brought before the court. Judges in general have not the education or the experience which would enable them successfully to perform the duty required of them in cases where the matter at issue is whether too much or too little has been allowed by way of costs. But occasionally questions of importance and difficulty arise on such summonses, and this is one of them. It is a matter for the taxing-master's discretion to decide whether he should deal with a particular item or not. No doubt in this instance he did right in dealing with the matter subject to review. I cannot with advantage lay down any general rule as to the questions, which ought to be reserved, but this is not one of them. This question did arise on the cash account presented by the solicitors; it is a short point not involving any conflict of evidence. I have next to get rid of the objection that there is no agreement in writing within section 8 of the Solicitors' Remuneration Act, 1881, and that consequently the charge cannot be enforced against the clients. This section was passed for the purpose of allowing solicitors to make agreements for a lump sum and in order to a certain extent to get rid of detailed bills of costs. It appears to have nothing to do with this matter, in which a particular item was in question. Mr. Ohlson, against whose executors this application is made, employed the present applicants for divers business. Before the relation was constituted, Mr. Elliot, who had on various occasions employed the solicitors, offered them a commission on the sale of his patent, and ultimately the patent was sold to Ohlson and the money received by the solicitors. It has been argued that the general law does not apply in this case; but the money was received while the relation of solicitor and client existed, and the argument to the contrary seems to me to fall to the ground. The commission note was a perfectly open and straightforward document which no business man could fail to understand, and it was shewn to Mr. Ohlson, and it was in his possession for a time. With that in his pocket he negotiated with Elliot and bought the patent. The solicitors brought an action against Elliot which was settled by the payment into court of £210 in full settlement of all claims. This came to the knowledge of Ohlson, and he appears to have thought that the solicitors were hasty in accepting this sum. In his position as purchaser he was interested in knowing, and did know, what the solicitors were doing. The rule on which the executors rely is laid down in the case of *Tyrrell* v. *Bank of London*, and its object is not to insist that the solicitor shall not receive a commission of this kind, but to prevent him from receiving it behind the back of his client. The master has thought that there was not evidence enough to shew that Ohlson knew of the receipt of this commission by his solicitors, but on that point I differ from him. I gave counsel for the executors an opportunity of cross-examining, but he refused to do so, and I think he was well advised. No jury would properly infer anything from the evidence but that Ohlson was well aware of the transaction and consented to it. Counsel for the executors says that the solicitors have received something in excess of this bill of costs, and that if it had been taken into account their bill would have been less. Whatever the rule is as to gifts from a client to his solicitor, it has never to my knowledge been applied to a case of this kind. I think this is not a gift; it is a commission received by the solicitors with the consent of their client, and I must therefore send back the bill to the taxing-master with the instruction that this surcharge is to be disallowed.—COUNSEL, *J. B. Matthews; T. L. Wilkinson*. SOLICITORS, *Haslam & Hier-Evans*.

[Reported by J. F. ISELIN, Esq., Barrister-at-Law.]

*** In the report of the case of *Wright* v. *Carter* (*ante*, p. 216), the names of Charles Russell & Co. should have been stated as the solicitors for the defendant Blanche Theodosia Wright.

LAW SOCIETIES.

UNITED LAW SOCIETY.

Jan. 27.—Mr. C. H. Kirby in the chair.—Mr. J. W. Weigall moved: "That any reform of the legal system which does not include the shortening of the Long Vacation and the alteration of the circuit system is worse than useless." Mr. H. Procter opposed. There also spoke: Messrs. A. H. Richardson, Neville Tebbutt, C. Kains-Jackson, and J. F. W. Galbraith. The motion was carried by the casting vote of the chairman.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were on Monday called to the Bar:

LINCOLN'S INN.—D. McGarel Hogg (certificate of honour C.L.E. Hilary, 1902), London University; R. R. Campbell (certificate of honour C.L.E. Hilary, 1902), Ch. Ch. Oxford, M.A.; A. M. W. Wells (certificate of honour C.L.E. Michaelmas term, 1901), Clare Coll., Camb., M.A., LL.B.; W. C. Wise, M.D., St. And., D.P.H., Downing Coll., Camb.; D. G. Gilmore, St. Edmund Hall, Oxford; M. E. Ford, Pemb. Coll., Camb., B.A.; Pestonjee Sorábjee Bátlivála, Bombay University, B.A.; Khazan Singh Suri (admitted as Khazan Singh); H. J. Godley, Ball. Coll., Oxford, B.A.; H. Plange; R. Moritz, London Univ., B.Sc.; J. S. C. Bridge, New Coll., Oxford, B.A.; C. J. R. Le Mesurier.

INNER TEMPLE.—J. B. Lloyd, B.A., Oxford; H. A. Hinkson, Dublin, M.A., Royal University of Ireland; G. W. Graham, B.A., Camb.; R. Unwin, B.A., LL.B., Camb.; H. C. B. Underdown, B.A., Oxford; L. E. Vaughan-Williams, B.A. Oxford; A. Lyulph Stanley, B.A., Oxford; T. F. R. McDonnell, B.A., LL.B., Camb.; C. G. Moran, B.A., Oxford; F. P. Fousset, B.A., LL.B., Camb.; E. S. Hart; W. C. G. MacPherson; H. O. C. Beasley, B.A., Camb.; C. V. Fox, B.A., Oxford; C. F. W. Struben, B.A., Oxford; H. L. Brackenbury, M.A., Oxford; F. B. H. Goldsmith, B.A., Oxford; G. L. MacEwen, Oxford; H. W. Haworth, B.A., LL.B., Camb.; C. B. Hulton, B.A., Oxford; G. H. Jäger, B.A., Oxford; B. B. Watson, B.A., Camb.; H. A. Baker, B.A., Oxford; P. N. Russell; H. O. Bodvel-Roberts, Oxford; H. F. Hargreaves, B.A., Oxford; P. E. W. Thornely, B.A., LL.B., Camb.; R. J. White, B.A., LL.B., Camb.; W. A. Paynter, M.A., Camb.; and Herbert Bentwich, LL.B., London.

MIDDLE TEMPLE.—C. E. W. Stringer, British Vice-Consul at Bangkok; J. Camell, B.A., Camb., prizeman in criminal law, &c.: C. Bray; F. Cliffe; G. Lightfoot, B.A., Pemb. Coll., Camb., first class honours Mechanical Science Tripos; B. W. Bentinck, B.A., Oxford; J. W. J. W. Roux; G. C. Williams; G. Thomson, Oxford; G. Hartog, B.A., Cape, LL.B., Camb.; J. Shives, M.D., Aberdeen Univ.; A. R. Thomas, B.A., Oxon.; F. B. B. Shand; C. F. Doyle, of the Irish Bar, M.A., Dublin; and A. S. Cowdell.

GRAY'S-INN.—H. C. Bickmore, B.A., Oxford; H. W. Prichard, B.A. Keble Coll., Oxford; Surendra Nath Sen, New Coll., Oxford; Lakshmi Narain Sharma; Kazi Sirajuddin Ahmed; Jangamkote Krishna Rau, B.A., Madras Univ., advocate, of Bangalore, India, and first grade pleader of

the Higher Court of Madras; Vanichand Jhaverchand Modi, B.A., LL.B., Bombay Univ.; A. H. Houston, Trin. Coll., Dublin, a member of the Irish Bar; and Ratan Chand.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Jan. 14.—Chairman, F. H. Stevens.—The subject for debate was: "That the case of *Re Haedicke and Lipski's Contract* (1901, 2 Ch. 666) was wrongly decided." Mr. Croom Johnson opened in the affirmative; Mr. Mossop opened in the negative. The following members also spoke: Messrs. Pleadwell, Dods Ball, Nash, Hogan, Weller, and Rendell. The chairman summed up, and on the votes being taken the motion was lost by seven votes.

Jan. 21.—Chairman, Mr. Barrett.—The subject for debate was: "That the time has now arrived when the representation of Ireland in the Imperial Parliament should be reduced." Mr. G. H. Head opened in the affirmative; Mr. Doherty (visitor) opened in the negative. The following members also spoke: Messrs. J. D. A. Johnson, Boland, Stevens, Roberts (visitor), Ball, Dorté, and Mitchell. The opener replied, and on the votes being taken the motion was carried by the casting vote of the chairman.

Jan. 28.—Chairman, Mr. W. Arnold Jolly.—The subject for debate was: "That the case of *Waldock* v. *Winfield* (1901, 2 K. B. 596) was wrongly decided." Mr. Eustace B. Ames opened in the affirmative; Mr. Harold W. Pollock seconded in the affirmative; Mr. G. H. Baver opened in the negative; Mr. W. G. Weller, seconded in the negative. The following members also spoke: Messrs. W. N. Gibb, G. W. Powers, J. E. C. Adams, Alder, A. E. Hogan, H. Winett, Shephard, A. J. Hopkins, and W. H. Bishop. Mr. Ames replied, the chairman summed up, and the motion on being put was carried by four votes.

Birmingham Law Students' Society.—The annual meeting of the above society was held in the Law Library, Bennett's-hill, Birmingham, on Tuesday evening last. Mr. Registrar Whitelock, the vice-president, delivered a very instructive and practical address on "County Court Procedure." A hearty vote of thanks to Mr. Registrar Whitelock concluded the meeting.

LEGAL NEWS.

APPOINTMENTS.

Mr. Pickford, K.C., has been elected a Bencher of the Inner Temple in succession to the late Sir James Parker Deane.

CHANGES IN PARTNERSHIPS.

Dissolutions.

William Francis Watson, sen., and William Francis Watson, jun., solicitors (W. F. Watson & Son), 22, Chancery-lane, London. Jan. 21. The said William Francis Watson, sen., will continue the said business on his own behalf at the above address.

[*Gazette*, Jan. 24.

GENERAL.

The Arden Scholarship (1902) at Gray's-inn has been awarded to Alexander Miller Bulloch, of Trinity College, Dublin, a student of the society.

The Quain Professor of Comparative Law at University College, London (Mr. John Macdonell), offers a prize of £20 for the best essay on the "Differences in the Forms of Legislation Here and in Other Countries." Full particulars may be obtained from the secretary of University College, London.

Sir Thomas Godfrey Carey, Chief Magistrate of Guernsey, has announced his intention to retire from the office. He was appointed, says the *St. James's Gazette*, in 1895 on the retirement of Sir Edgar MacCulloch. The appointment is a Crown one. Sir Thomas, who recently celebrated his seventieth birthday, studied law at Caen in the University of France, and obtained the diploma of Bachelor of Law, Licentiate of Law, and Doctor of Law in 1852-54 successively. He was knighted two years ago.

At the recent "grand night" at the Middle Temple, says the *St. James's Gazette*, the benchers entertained as their guest at dinner the Earl of Rosebery and a number of other distinguished visitors. On entering the hall for dinner, an accident befel Mr. J. P. Murphy, K.C., one of the benchers, casting a shadow on the whole proceedings. The seats for the benchers and their guests were ranged on a raised platform. As the learned gentleman, who is very bulky and somewhat near-sighted, moved to his seat, he failed to see the step, and catching his foot fell heavily to the floor. He so seriously cut his face and forehead that he had to be carried to ante-room, where he was treated by Sir William Broadbent. Although Mr. Murphy lost a considerable quantity of blood, the accident is not likely to have any serious effects.

On Friday, the 24th of January, being the grand day of Hilary term at Gray's-inn, the treasurer, Mr. Montague Lush, and the masters of the bench entertained the following guests: The Right Hon. Lord Robertson, the Right Hon. Lord Justice Cozens-Hardy, the Hon. Mr. Justice Jelf, Lieut.-Gen. Sir C. Mansfield Clarke, Bart., G.C.B., Sir John Wolfe Barry, K.C.B., Sir Kenelm Digby, K.C.B., Sir T. Lauder Brunton, M.D., F.R.S., Sir Albert de Rutzen, his Honour Judge Lumley Smith, K.C., Mr. Briton Riviere, R.A., Mr. Guy Fleetwood Wilson, C.B., Assistant Under-Secretary of State for War, Mr. Montague Muir Mackenzie. The benchers present in addition to the treasurer were: Sir Arthur Collins, K.C., Mr. Beetham, Mr. John Rose, Mr. Paterson, Mr. Mulligan, K.C., Mr. Mattinson, K.C., Mr. Lewis Coward, K.C., Mr. Macaskie, K.C., Mr. C. A. Russell, K.C., Mr. Herbert Reed, K.C., Mr. Dicey, C.B., Mr. Terrell, K.C., Mr. Barnard, with the Preacher, the Rev. Canon C. J. Thompson, D.D.

On the 24th inst., a joint deputation, representing the Incorporated Law Society of Liverpool, the Chamber of Commerce, and the Underwriters' Association, waited upon the Finance Committee of the Liverpool Corporation to consult with the committee as to the improvement of the rules of the Liverpool Court of Passage. Mr. Bateson, president of the Law Society, said they desired to co-operate with the committee and the city council in endeavouring to end the deadlock in regard to the new rules of the Court of Passage. It was most important to that business community that the court should be efficient. The local lawyers had no desire to take counsel, witnesses, and themselves to London to try cases which were sometimes hardly worth the expense of going there, or to wait three months until the assizes came round. They found the County Palatine Court a very excellent tribunal for trying Chancery cases, and the Court of Passage might very well be an equally good tribunal for trying their common law cases. They hoped that another attempt would be made to get the new rules authorized by the Court of Passage Acts of 1893 and 1896 passed by the Rule Committee and the Lord Chancellor. The Passage Court, like the Palatine Court, had the advantage of a straight run to the Court of Appeal. These views having been supported by representatives of the other bodies, it was unanimously resolved that the town clerk should write to the Lord Chancellor asking him to receive a deputation from the committee and the above bodies on the subject of the Court of Passage.

The St. Petersburg correspondent of the *Times* says that the Council of State is now engaged in the consideration of the new Criminal Code, which has been drawn up by an expert committee of jurists. The criminal law at present in force in Russia is the old code of 1845, supplemented by various later enactments, and is no longer suited to the requirements of modern Russian life. The committee which is responsible for the new code has devoted some fifteen years to its task. The main feature of the revised code is that it does not seek, as is the case with the one at present in force, to define every separate crime which may be punished, but relies upon broad general definitions. Instead of the 1,711 paragraphs of which old code consisted, the revised one contains about a third of that number, in spite of the fact that it deals with a number of crimes which were unknown, or practically unknown, in 1845, such as blackmailing, strikes, and many others. It is interesting to note that strikes become criminal under the new code when they are directed against the Government or when they lead to injuries to persons or damage to property. The old "staircase of punishments," to employ a Russian phrase, finds no place in the new code. According to the old law the lowest punishment was a "reprimand," and all other punishments were reckoned as equivalent to so many reprimands. The penal system was very complex, and included punishments of many kinds and grades, ranging from the reprimand to transportation and capital punishment. In the new code all this is done away with, and imprisonment of various degrees of severity becomes practically the only punishment. The committee even recommend the entire abolition of the death penalty.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Feb. 3	Mr. Farmer	Mr. Church	Mr. Jackson	Mr. W. Leach
Tuesday 4	Godfrey	King	Pemberton	Greswell
Wednesday 5	Beal	Church	Jackson	W. Leach
Thursday 6	Church	King	Pemberton	Greswell
Friday 7	King	King	Jackson	W. Leach
Saturday 8	R. Leach	Church	Pemberton	Greswell

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, Feb. 3	Mr. R. Leach	Mr. Godfrey	Mr. Carrington	Mr. Greswell
Tuesday 4	Beal	Farmer	Pugh	W. Leach
Wednesday 5	R. Leach	Godfrey	Carrington	Pemberton
Thursday 6	Beal	Farmer	Pugh	Jackson
Friday 7	R. Leach	Godfrey	Carrington	Pugh
Saturday 8	Beal	Farmer	Pugh	Carrington

Warning to Intending House Purchasers and Lessees.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[Advt.]

For Throat Irritation and Cough "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homœopathic Chemists, London.—[Advt.]

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Feb. 4.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2. in 28 Lots, Freehold Properties at Islington, comprising an estate of 77 houses (including shops, a beerhouse off-licensed premises, stabling, &c.); let on leases until February, 1909, at rents amounting to £286 15s., with reversion in seven years to the rack-rents, estimated at £2 671 per annum Solicitor, T. G Bullen, Esq., London. Hoxton: A Valuable Leasehold Property, comprising seven substantially-built well-lighted warehouses and manufacturing premises, situate in Fanshaw-street, let at £895 per annum. Solicitors, Messrs. Clapham, Fitch, & Co., London. (See advertisements, Jan. 25, p 4.)

Feb. 8.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:—

REVERSIONS:

To £4 000 in India 3½ per cent. Stock; lady aged 70. Solicitor, Edgar Kempson, Esq., Faraham.

To One-twenty-fourth of Government Stocks and Freeholds in the City of London, producing £2,990 per annum; lady aged 71 and two gentlemen aged 64 and 75 Solicitors, C. E Soames, Esq., and Messrs. Soames & Thompson, London.

To One-twenty-fourth of One-twenty-eighth of Trust Fund, value £12,483, in Government Stocks; gentleman aged 66. Solicitors, Messrs. Hollams, Sons, Coward, & Hawksley, London.

To £1,250 in Freeholds and Consols; lady aged 63. Solicitors, Messrs. Welman & Sons, London.

To One-third of a Trust Estate, value £5,772; lady aged 62. Also to One-third of a Trust Estate, value £4,850; ladies aged 72 and 62, with policy. Solicitors, Messrs. Cruesman & Rouse, London.

AN ANNUITY of £10; gentleman aged 47, with policy. Solicitor, D. Pennant James, Esq., Aberayron.

LIFE INTEREST of a gentleman aged 43 in a Legacy of £2,060, with policy. Solicitor, E. Elvy Robb, Esq., Tunbridge Wells.

POLICIES for £5,000, £2, 000, £500, £400, £200. Solicitors, Messrs. Bowen & Symes, Weymouth.

(See advertisements, this week, back page.)

National Provincial Bank of England, Limited.—The annual general meeting was held on the 30th ult., at the head office, 112, Bishopsgate-street, E.C. Mr. Robert Wigram, who presided, said he had very little to record beyond what might be called a monotonous year. Four new branches had been opened in London, and one in the country, in view of the policy of consolidation, rendering an extension absolutely necessary. Last year he stated that the London and Globe trouble had left the bank practically untouched, and the same good fortune, with regard to bad debts or monetary difficulties, had continued to the bank during the whole year. In fact, he did not think it would be easy to imagine a balance sheet presenting more satisfactory results, and he congratulated the managers most cordially upon it. With regard to the investments, the bank did not hold, he believed, a single security which might not fairly be described as "gilt-edged." The reserve fund now stood at £2,300,000, an addition having been made to it of £25,000 out of the profits of the year. After paying the dividend of 20 per cent. and transferring £15,000 to bank premises account, the balance of £96,848 would be carried forward, being within £150 of the last carry forward. As an indication of the steady increase of the business, he might say that whereas in 1891 the bank had 10,900 shareholders the number was now 14,380. In 1891 they had 169 branches, now increased to 199. The deposits, which in 1891 were £40,822,000, now amounted to £50,640,000, so that a gradual but steady increase had been going on during the whole time.

London City and Midland Bank, Limited.—The annual general meeting of the shareholders in the London City and Midland Bank was held, on the 24th ult., at the Cannon-street Hotel, London. Mr. Arthur Keen (the chairman) said the capital and reserve stood at £3,000,000 each, and should give confidence to depositors all over the country. It had taken many years to build up the reserve fund, and now it was a tower of strength and an important addition to the stability of the bank. The directors regarded with satisfaction the large sum carried forward, which amounted to £259,363. The deposits and current accounts, £44,730,378, shewed a satisfactory increase in the ordinary business. The number of new accounts opened during the year was very gratifying, and a proof of the esteem in which the bank was held. On the other side of the account there was cash in hand and at the Bank of England amounting to £8,709,123; money at call and at short notice was £5,600,028; investments, £8,176,117—a total of £22,485,268, or 50 2 per cent. of the deposits, which compared with 49·2 per cent. last year, and 46 9 per cent. at the end of 1899. He was happy to give them an assurance that the investments stood in the books at below the market value. In conclusion, the chairman contrasted the position of the bank to-day with what it was in the first balance-sheet after coming to London ten years ago. The capital was then £761,125, as compared with the present capital of three millions. The reserve fund was only £575,000, as compared with the present reserve of three millions, while the deposits were £8,118,886, as compared with £44,730,378; the rate of dividend was 15 per cent., instead of 18½ per cent., and the amount carried forward was £14,700 as compared with £259,363.

WINDING UP NOTICES.

London Gazette.—Friday, Jan 24.

JOINT STOCK COMPANIES.

Limited in Chancery.

Bouillon Fleet, Limited—Petn for winding up, presented Jan 21, directed to be heard Feb 6. Trinder & Co, 166, Leadenhall st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 5

British Borneo Gold Mining Co, Limited (in Liquidation)—Creditors are required, on or before Feb 24, to send their names and addresses, and particulars of their debts or claims, to Frederick John Warner, 558, Mansion House chmbrs. Mayo & Co, solors for the liquidator

Chardonnet Silk Co, Limited (in Liquidation)—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to E. de Rodakowski, 112, Wood st

Charles Hickling & Co, Limited—Petn for winding up, presented Jan 21, directed to be heard at the County Court House, St Peter's gate, Nottingham, Feb 26. Bottrill, 13, St Peter's gate, Nottingham, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 25

Cheltenham Conservative Club Co, Limited—Creditors are required, on or before March 6, to send their names and addresses, and the particulars of their debts or claims, to Mr Arthur Lamb, 5, Regent st, Cheltenham

Hudson and Caribalis, Limited (in Liquidation)—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to Frederick Arthur Parnaby, 34, New Bridge st. Elgood, Lincoln's inn fields, solor for liquidator

New Great Work Tin Mine, Limited—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to William Rowe, Market pl, Camborne

Pratt, Limited—Petn for winding up, presented Jan 21, be heard at the County Court House, Croydon, Feb 4, at 11. Edwards & Cohen, 3, Coleman st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 3

Wendover Gas Co, Limited—Creditors are required, on or before Feb 28, to send their names and addresses, and particulars of their debts or claims, to the Rev Albert Smith, Wendover

Western Syndicate, Limited (in Liquidation)—All persons having any claims are required to send written particulars before March 1 to Thomas Potter, 112, Fenchurch st

London Gazette.—Tuesday, Jan. 28.

JOINT STOCK COMPANIES.

Limited in Chancery.

Belle Musical Comedy Syndicate, Limited—Petn for winding up, presented Jan 23, directed to be heard Feb 6 Kennedy & Co, 110, Cannon st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 5

Charles Bright & Co, Limited—Petition for winding up, presented Dec 4, directed to be heard Feb 13. Bennett & Chance, 66 Coleman st Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 12

Charles Bright & Co, Limited—Petn for winding up, presented Jan 18, directed to be heard Jan 30. Norton & Co, 57½, Old Broad st, solors for the petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 29

Delano Milling and Mining Co, Limited—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Frank Cook, Norfolk House, Laurence Pountney hill. Jenkins & Co, 31, Poultry, solors to the liquidator

Dover and East Kent Motor Bus Co, Limited—Creditors are required, on or before March 1, to send in their names and addresses, and the particulars of their debts or claims to John Jackson Bettridge, Saint Margarets-at-Cliffe, nr Dover Stilwell & Harby, Dover, solors to liquidator

Ealing and District Development Co, Limited—Creditors are required, on or before Feb 25, to send in their names and addresses, and the particulars of their debts or claims, to Standring & Co, 14, Bedford row, solors for the liquidators

English and Continental Industrial Corporation, Limited—Petn for winding up, presented Jan 25, directed to be heard Feb 6 Paisce & Co 14, St Helen's pl, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 5

Gold Mines of California, Limited (in Liquidation)—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Hugh Limebeer, 3, Clement's ln

Leeds Girls' High School Co, Limited—Creditors are required, on or before Feb 21, to send their names and addresses, with particulars of their debts or claims, to Edward Hinde, 18, East Parade, Leeds

Persia Smyrna, Limited—Petn for winding up, presented Jan 25, directed to be heard Feb 6 White & Co, 25, Abchurch ln, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 5

Sunlight Gold Recovery Syndicate, Limited—Petn for winding up presented Jan 27, directed to be heard Feb 6. Dyson & Co, 5 and 6, Great Winchester st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, Jan. 17.

Murray, Richard William, "Kylemore," Eton avenue, Hampstead April 28 Soper v Murray, Farwell, J Romer, Copthall chmbrs

London Gazette.—Tuesday, Jan. 21.

Crasweller, Henry Valentine, De Vere gdns, Kensington Feb 20 Crasweller v Crasweller, Buckley, J Barnes, West st, Finsbury circus

Dell, John, Croydon rd, Anerley, Surrey March 7 James v Dell, Kakewich, J Chester, Essex st, Strand

London Gazette.—Friday, Jan. 24.

Barber, William, Sandown, I W, Fishmonger Feb 28 Barber v Barber, Joyce, J Wooldridge & Wilton, Sandown

Bowers, Arthur Henry, East Molesey, Surrey, Monumental Mason Feb 25 Bowers v Bowers, Buckley, J Richard Jennings, 28, Basinghall st

Clarke, William Willoughby Stanley, Hoston court, Aldrick, Worcester, Capt Wilts Co I Y March 1 Powell & Son v Clarke, Joyce, J Pontifex, Hewitt, & Pitt, St Andrew st, Holborn circus

London Gazette.—Tuesday, Jan. 28.

Jones, Edward Talienyn, Lexham gdns, Kensington Feb 25 Jones v Jones, Swinfen Eady, J Henry Thomas Trevanion, Richmond chmbrs, Bournemouth

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UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Tuesday, Jan 7.

Alcock, Edward, Manchester, Cotton Manufacturer March 8 Hibbert & Westbrook, Manchester

Allen, Lydia, Weston super Mare Feb 15 Ford, Weston super Mare

Anderson, James, Leytonstone, Essex Feb 7 Browne, King William st

Andrew, Charles, Limehurst, nr Ashton under Lyne Feb 15 Whitworth & Co, Ashton under Lyne

BAINBRIDGE, Rear Admiral HUGH, Plympton, Devon Feb 4 Pyke & Parrott, Lincoln's inn fields
BELLAMY, JAMES, Peckham Feb 10 C & E Woodroffe, Eastcheap
BLENKIN, ELIZABETH, Sheffield March 1 Clegg & Sons, Sheffield
BOULTON, ROBERT, Malton, Yorks, Auctioneer Feb 15 Ridge, Malton
BRACKENBURY HENRY CHARLES VERSCHOYLE JULIUS, Spilsby, Lincs Feb 17 Chapman & Co, Henrietta st, Cavendish sq
BRAMLEY, THOMAS, New Brompton, Kent, Chief Engineer R N Feb 5 Collyer-Bristow & Co, Bedford row
BUCKENHAM, HENRY CHARLES, North Benfleet, Essex, Farmer Feb 15 Wood & Co, Southend on Sea
BUTTERWORTH, JOHN, Oldham, Lancs, Draper Jan 18 Richard & Hurst, Ashton under Lyne
CHIMES, LEONARD PIERS, West Kirby, Builder March 1 Woolcott & Co, West Kirby
CLAZEY, ELEANOR, Sunderland Feb 7 Wright & Son, Sunderland
COLLINS, GEORGE JOSEPH, Waldron, Sussex, Farmer Feb 14 Sprott & Sons, Mayfield, Sussex
DENT, EMMA, Sudeley Castle, Glos March 5 Wood, Winchcombe, Glos
FOWLER, GEORGE WILLIAM, Sheffield, Fishmonger Feb 13 Bingley & Dyson, Sheffield
GARNER, THOMAS BAILEY, Burslem, Staffs, Provision Dealer Feb 4 Meyer, Burslem
GLOVER, JOHN, Croydon Feb 20 Hogan & Hughes, Martin's ln, Cannon st
GRAY, JOHN, Sheffield, Hotel Keeper Feb 3 Smith & Co, Sheffield
HALL, THOMAS, Thornaby on Tees, York, Coal Dealer Feb 28 Elliot, Stockton on Tees
HARRISON, CHARLES, Bywater, Kippax, Yorks, Glass Bottle Maker Feb 5 Wilson, Castleford
HART, MAURICE, Brighton, Merchant Feb 7 Rundle & Hobrow, Portland House, Basinghall st
HOGG, THOMAS, Thornborough, Bucks, Butcher Jan 20 Hearn & Hearn, Buckingham
HONEY, JANE ANN, Plymouth March 1 Hawken, Plymouth
HYDE, ROBERT, Newton Heath, Manchester March 8 Hibbert & Westbrook, Manchester
JACKSON, HENRY BROOK, Kingston upon Hull Feb 20 Jackson & Co, Hull
JOHNSTON, ROBERT, Weston super Mare Feb 15 Ford, Weston super Mare
KING, WILLIAM DINHAM, Camelford, Cornwall, Solicitor Feb 4 Shilson & Co, St Austell, Cornwall
LAMB, JAMES, Newcastle upon Tyne Feb 18 Pybus & Son, Newcastle upon Tyne
LESLEY, RICHARD, New Wandsworth, Surrey, Tailor Feb 20 Ley & Co, Carey st, Lincoln's inn
MALLALUE, JAMES SHAW, Oldham, Mill Furnisher Feb 8 Smith, Oldham
NAYLER, BENJAMIN, Garthorpe, Lincs, Butcher Feb 13 Bolton & Co, Temple gdns, Temple
PALAMOUNTAIN, BENNET, Penzance Feb 1 Watkins, Queen Victoria st
PARKER LOUISA MARY, Shepton Mallet, Somerset Jan 24 Mackay & Son, Shepton Mallet
PARKER THOMAS, Shepton Mallet, Somerset, Butcher Jan 24 Mackay & Son, Shepton Mallet
PHILLIPS, ROBERT, Southport, Engineer Feb 28 Darbishire & Co, Manchester
PODGER HENRY, Weston super Mare Feb 15 Ford, Weston super Mare
PULLEN, WILLIAM, Downs Park rd, Hackney Feb 1 Watkins, Queen Victoria st
ROBERTS, EDWARD, Cardiff Feb 1 Rowlands, Newtown, North Wales
RODGERS, THOMAS WILLIAM, Saffron Walden, Essex, Veterinary Surgeon Jan 31 Woosnam & Smith, Chancery ln
ROUSE, SUSANNAH PEAKE, Lyttelton, New Zealand Jan 30 Bridges & Co, Red Lion sq
ROWSE, RICHARD, Plymouth Feb 15 Gidley & Son, Plymouth
SHUTE, JANE, Gloucester rd, Kensington Jan 31 Shepheard & Walters, Young st, Kensington
SIMMONDS, ROBERT, Highbury Feb 28 Price & Sons, Walbrook
SPIR, LUCY HANNAH, Sheffield, Grocer Feb 10 Branson & Son, Sheffield
STANWAY, MARY, Betley, Staffs Feb 10 Sproston, Newcastle under Lyme
SYMES, NANCY, Chorlton cum Hardy, Lancs Feb 4 Slater & Co, Manchester
TAYLOR, EDMUND BUCKLEY, Hazlehurst, nr Ashton under Lyne, Farmer Feb 15 Whitworth & Co, Ashton under Lyne
THIRST, THOMAS, Happisburgh, Norfolk Feb 11 Goodchild, Norwich
TIMMIS, DANIEL, Dudley, Surgeon Feb 6 Warmington & Co, Dudley
WAINWRIGHT ELIZABETH SARAH, Aston, nr Newcastle under Lyme Feb 11 Cooper & Co, Newcastle Staffs
WARING, MARY, Norwich Feb 7 Goodchild, Norwich
WEBBER, ANNE, Plymouth March 1 Hawken, Plymouth
WIGLEY, MARY ANN, South Norwood Jan 31 Hogan & Hughes, Martin's ln, Cannon st
WOOTTON, JOSEPH, Margate, Coffee house Keeper Feb 3 Burton & Son, Blackfriars rd

London Gazette.—FRIDAY, Jan. 10.

ANDERSON, DAVID, Birkenhead, Restaurant Proprietor Feb 10 Newman, Liverpool
ARCHER, MARY, Elmton Feb 8 Alcock, Mansfield
ARCHER, WILLIAM, Elmton, Derby, Licensed Victualler Feb 8 Alcock, Mansfield
BAIRD, JOHN, New Brompton, Gillingham, Kent March 25 Prall & Co, Rochester
BARTRAM, BARNABAS, Billingford, Norfolk, Farmer Feb 20 Garrod & Wilson, Diss, Norfolk
BENNETT, ELIZA, Wellington, Salop Feb 20 Carrane, Wellington
BENNETT, ROBERT ISAAC, Manchester, Architect Feb 15 Norton & Howe, Manchester
BENTLEY, RICHARD READ, Amhurst park, Stamford Hill Feb 28 Bentley and Hubbard, St Paul's road, Canonbury
BOUCHER, JOHN SIDNEY, Ipswich Feb 24 Leighton & Aldous, Ipswich
BRINDLE, JOHN, St Anne's on the Sea, Lancs, Cotton Manufacturer Feb 1 Buck & Dicksons, Preston
BROWN, ANNE ELIZABETH, Harrogate Feb 22 Barr & Co, Leeds
BROWNSWORD, MARY, Nottingham March 1 Watson & Co, Nottingham
BUNDOCK, CAROLINE PRISCILLA, Chelmsford March 22 Nicholas, Chelmsford
CALVERLEY, MARY, Burnley Feb 11 Marshall, Halifax
CLAYTON, WILLIAM, Cambridge March 15 Eaden & Spearing, Cambridge
EASTWOOD, ALBERT, Ardwick, Manchester, Wagonette Proprietor Feb 17 Higham, Manchester
FAIRFIELD, FREDERICK Solihull, Warwick, Painter Feb 6 Mitchell, Birmingham
FELLOWS, EVELYN SPENCER, Harleston, Norfolk, Electrical Engineer Feb 1 Bellhouse, Manchester
FINCH, LOUISA, Forest Hill Jan 22 Turner & Co, King st, Cheapside
FORGHAM, ALBERT HENRY, Little Dawley, Salop, Dealer Feb 1 Phillips, Shifnal, Salop
GARDNER, THOMAS, Bicester, Oxford Feb 8 F & H Corbett, Worcester
GRAINGER, JOHN, Brough Sowerby, Westmorland, Yeoman Feb 7 E & E A Hellis, Appleby
GOODING, HARRY, Stowmarket, Plumber Jan 31 Gudgeons & Co, Stowmarket
GRINDALL, EDMUND TYSON, Birkenhead Feb 10 Newman, Liverpool
HARTNELL, WILLIAM, Sampford Arundell, Somerset Mar 25 Booker, Wellington, Somerset
HAYWARD, ROBERT, Catford Feb 28 Hughes & Co, Budge row
HORSNAILL, ALFRED, Rochester Mar 25 Prall & Co, Rochester
HUNTER, MARK WILLIAM, Ryde, I of W Feb 10 Hunter & Haynes, New sq, Lincoln's inn
JACKSON, RICHARD, Rainhill, Lancs, Shoemaker Feb 14 Hannay & Horton, Liverpool
JEAL, GEORGINA MARY, Dover Feb 20 Lewis & Pain, Dover
JENKINS, HENRY WEST, Christchurch, Hants Feb 24 Bone, Bournemouth
JOWSEY, MARY, Monkwearmouth Jan 31 Graham & Shepherd, Sunderland
JUDD, JAMES, Upper Norwood Feb 15 Scott & Co, Queen st, Cheapside
KEANE, The Right Hon JOHN MANLY ARBUTHNOT LORD, Wilton pl Feb 10 Hunter & Haynes, New sq, Lincoln's inn
KENNEDY THOMAS, Warwick rd, Earl's Court Feb 12 Vincent & Vincent, Budge row, Cannon st
LAMB, WILLIAM JOSEPH, Philpot ln, Merchant Feb 10 Evans & Co, Bedford row
LAURIE, JAMES, Littleover, Derby Jan 31 Close, Derby
MCKEAN, JOHN, Liverpool Feb 20 Evans & Co, Liverpool
MARCHANT, JOHN, Camberwell Feb 8 Yeilding & Co, Vincent sq, Westminster
MAYNARD, RICHARD, Devonport, Licensed Victualler Feb 8 Gard & Co, Devonport
MEDWAY, ELEANOR, South Brent, Devon Feb 18 Rooker & Co, Plymouth
MONCKTON, ROBERT, Lee, Kent Feb 8 Giraud, Faversham, Kent
MORGAN, MARY, Bishop Auckland Feb 8 Graham & Shepherd, Sunderland
PERKS, WILLIAM RUSSELL, Warwick Feb 28 Handley & Co, Warwick
POOLE, SOPHIA, Sherborne, Dorset Feb 1 Ffooks & Douglas, Sherborne
RALPH, CHARLES, Norwood Feb 5 Hall, Broughton in Furness
REEVE, JOHN, Gotherington, Glos Jan 23 Griffiths & Co, Cheltenham
RENTON, ARTHUR HENRY, Jermyn st, St James Feb 10 Beningfield, Copthall av
ROSE, WILLIAM WILLDERS, Spilsby, Lincs Feb 6 Walker & Co, Spilsby
STRAND, EMILY HANNAH, Brighton Jan 30 Goodman, Brighton
WARREN, EMMA, Lawshall, Suffolk Feb 9 Butt, Walbrook
WEEPERS, MARY ANN, Middlesbrough Jan 24 Belk & Co, Middlesbrough
WHITE, WALTER, Mansfield, Notts Feb 15 Meggitt, Mansfield
WOOTTON, ELIZABETH, Goldenhill, Staffs Feb 7 Hollinshead, Tunstall
WOOTTON, JOHN, Goldenhile, Staffs, Grocer Feb 7 Hollinshead, Tunstall

London Gazette.—TUESDAY, Jan. 14.

ALLMANN, CLEMENS XAVER JULIUS, Sevenoaks Feb 1 Miller & Co, St Stephen's chmbrs, Telegraph st
BECKETT, JOHN HAMPDEN, Manchester, Chemical Manufacturer Feb 21 Boote & Co, Manchester
BIDDY, JANE, Ibbotsholme, Harringay pk Feb 20 Lindo & Co, West st, Finsbury circus
BISHOP, WILLIAM, Southend on Sea Feb 22 Martin & Co, King st, Cheapside
BRIGHT, JOHN SQUANCE, New Barnet, Herts Jan 31 Langworthy, Gloucester
BROWNE, JOSEPH, Garston, Lancs March 1 F J & C Poole, Garston, Liverpool
BROWNE, CECIL MURRAY, Middle Temple, Barrister at Law March 1 Guthrie, Bedford row
BYGOTT, ROBERT, North Creake, Norfolk, Farmer Feb 1 Loynes & Son, Wells, Norfolk
CALLINGHAM, CHARLOTTE, Brookwood, Surrey Feb 15 Potter & Crundwell, Guildford
CLARK, HENRY, Bournemouth Feb 25 Guillaume & Sons, Bournemouth
CLEAVER, CHARLES, Birkdale, Lancs Feb 10 Burnham & Co, Wellingborough
CLIFFORD, ELIZABETH MAUD, West Norwood Feb 28 Harwood, Boston
DARWENT, ALFRED, Swinton, nr Rotherham, Yorks, Aerated Water Manufacturer Feb 25 Oxley & Coward, Rotherham
DICKINS, ELIZA, Upper Tooting Feb 11 Hunt & Co, St Swithin's ln
DILLMORE, MARY ANN, Bromley Feb 21 Parker & Co, St Michael's Rectory, Cornhill
ENGLISH, ROBERT ABRAHAM, Bournemouth Feb 23 Norris & Sons, Liverpool
GARSIDE, JOHN WILLIAM, Manchester, Cotton Waste Dealer Feb 18 Crofton & Co, Manchester
GREATOREX, GEORGE, West Bromwich, Staffs, Yeoman March 1 Wright & Hollins, Oldbury
HARDY, ALFRED, Newport, I of W, Builder Feb 20 Bailey, jun, Newport
HINDLE, LUCY, Llandudno Feb 8 Chamberlain & Johnson, Llandudno
JENKINS, SARAH ANN, Mortlake, Surrey Feb 10 Keene & Co, Seething ln
JUDGE, EDWARD, Brompton Feb 5 Stileman & Neate, Southampton st, Bloomsbury
LOVERING, JOHN, St Austell, Cornwall, China Clay Merchant Feb 17 Hearle & Co, Truro
LUCAS, MARTHA BUSH, Redland, Bristol Feb 16 Fussell & Co, Bristol
LYNE, CHARLES, Newport, Estate Agent Feb 20 Lyne & Co, Newport, Mon
MAWLEY, HARRIET LUCE, Thornbury, Glos April 1 Crossman & Co, Thornbury, R S O
MELHUISH, EMMA ELIZABETH, Camberwell green, Surrey Feb 15 Beard, Craven st, Strand
MEREDITH, ANN, Salford May 1 Hewitt & Son, Manchester
MORRITT, ROBERT ALEXANDER, Rokeby, Yorks, Lieut H M 17th Lancers Feb 28 W & W J Watson, Bernard Castle
MURPHY, CHARLES OSCAR, Withington, nr Manchester, Physician Feb 14 Rains, Manchester
NEATE, ALFRED, West Lavington, Wilts Feb 1 Norris & Hancock, Devizes
NEWTON, THOMAS Hathersage, Derby Feb 28 Branson & Son, Sheffield
RIDLEY, Rev HENRY RICHARD, Durham Feb 11 Griffith & Co, Newcastle upon Tyne
RAY, RICHARD, Manchester, Lithographer Feb 26 Farrar & Co Manchester
RYLEY, REGINALD, Croydon, Shipbroker Feb 25 Paines & Co St Helen's pl
SANFORD, LETITIA, Bath Feb 18 Stone & Co, Bath
SCHOFIELD, WILLIAM, Ashton under Lyne, Commercia Traveller Feb 10 Pownall, Ashton under Lyne
SHELLEY, MARGARET, Moreton, nr Birkenhead Feb 15 Holden & Cotton, Birkenhead
SINCLAIR, CHARLES ARTHUR, Portsmouth, New Hampshire, U S A Feb 22 Paines & Co, St Helen's pl
SMITH, THEODORE, Stafford Feb 15 Jordan & Pickering, Stafford
SPEARPOINT, JOHN, Crowborough, Sussex March 1 Cripps & Co, Tunbridge Wells
STEWART, Capt HOUSTON MICHAEL SHAW, Greenock, Renfrew March 1 Lawrence & Co, New sq, Lincoln's inn
TANNER, CHARLES, Magor, Mon, Licensed Victualler Feb 14 Roberts & Co, Cardiff
TAYLOR, JOHN, Lostock Gralam, Chester, Farmer Feb 14 Dixon, Northwich
THELLUSON, Col ARTHUR JOHN BETHELL, Aldeburgh, Suffolk Feb 28 Johnsons & Co, New sq, Lincoln's inn
THURSFIELD, JOHN HUNT, West Bromwich March 25 Thursfield & Masaiter, Wednesbury
WARREN, JAMES, Rowley Park, Stafford Feb 15 Jordan & Pickering, Stafford
WHELAN, MICHAEL, Birkenhead Feb 15 Holden & Cotton, Birkenhead
WILLIAMSON, LUCY ANN, Sheffield Feb 15 H & A Maxfield, Sheffield

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, Jan. 21.

ADJUDICATIONS.

BARRATT, ALFRED ALLEN, Claygate, Surrey Kingston, Surrey Pet Oct 25 Ord Jan 17

BAXTER, FREDERICK JOHN, Waterbeach, Cambridge, Publican Cambridge Pet Jan 17 Ord Jan 17

BEACHER, SAM ROBERT, Kingston upon Hull, Draper Kingston upon Hull Pet Nov 23 Ord Jan 17

BIRKIN, RICHARD NOEL BELCHER, West Kensington mans, Kensington High Court Pet Oct 9 Ord Jan 13

BLAKE, EDWARD BUCKLEY, Angel ct High Court Pet June 18 Ord Jan 14

CLARKE, SAMUEL JOHN, and WILFRID TITFORD PRITCHARD, Pattern Card Makers High Court Pet Jan 9 Ord Jan 17

COOPER, WILLIAM, and EDWARD PREW, Thurnscoe, Clothiers Sheffield Pet Jan 16 Ord Jan 16

CRUICKSHANK, SYDNEY MORICE, Newcastle on Tyne Newcastle on Tyne Pet Oct 4 Ord Jan 17

DAVIES, FRANKLIN, and CHARLOTTE ELIZABETH DAVIES, Chester, Public Caterers Chester Pet Jan 17 Ord Jan 17

DE LA SAUX, GEORGE HENRY, Upper Norwood Barnet Pet Jan 7 Ord Jan 13

ELLERY, ALBERT, New Brighton, Cheshire, Confectioner Birkenhead Pet Dec 17 Ord Jan 17

EVANS, ROBERT, Llanllechid, Carnarvon, Farmer Bangor Pet Jan 14 Ord Jan 14

GOODWIN, FREDERICK WILLIAM, Sneyd Green, Staffs, Beer Bottler Hanley Pet Dec 5 Ord Jan 17

HARRIS, FRANK THOMAS, Tonbridge, Umbrella Maker Tunbridge Wells Pet Jan 16 Ord Jan 16

HUNT, JOHN, Branksome, Dorset, Cartage Contractor Poole Pet Jan 16 Ord Jan 16

KEMP, ALFRED, Oxford Oxford Pet Jan 18 Ord Jan 18

MORGAN, JOHN HENRY, Brockley, Engineer Greenwich Pet Jan 10 Ord Jan 17

PARR, ALFRED, Leintwardine, Hereford Leominster Pet Nov 28 Ord Jan 17

RICHARDSON, PERCY JAMES, Sudbury, Builder St Albans Pet Dec 23 Ord Jan 15

ROBINSON, WALTER, Leeds, Fruiterer's Assistant Leeds Pet Jan 18 Ord Jan 18

SHARP, JAMES, Glascote, nr Tamworth, Warwick, Innkeeper Birmingham Pet Jan 4 Ord Jan 17

SLANEY, ROBERT, Colchester, Bookseller Colchester Pet Jan 16 Ord Jan 16

SMITH, ALFRED HENRY, Jewin st, Cripplegate, Manufacturers' Agent High Court Pet Dec 12 Ord Jan 18

SMITH, JOHN, Appledore, Labourer Hastings Pet Jan 18 Ord Jan 18

SNELL, JOHN COBLEY, Upcott, nr Winkleigh, Devon, Auctioneer Barnstaple Pet Dec 6 Ord Jan 18

SOPER, SAMUEL, Little Alie st, Aldgate, Tobacco Pouch Manufacturer High Court Pet Jan 9 Ord Jan 13

STEVENSON, HENRY GEORGE, Hanley, Grocer Stoke upon Trent Pet Nov 29 Ord Jan 17

STYLES, GEORGE, Bewdley, Worcester, Farmer Kidderminster Pet Dec 30 Ord Jan 17

SWALLOW, HERBERT JOHNSON, Barnsley, Fruiterer Barnsley Pet Jan 18 Ord Jan 18

TAYLOR, JOHN, and TOM GARDINER, Birmingham, Hardware Merchants Birmingham Pet Nov 7 Ord Jan 17

TERREBILB, RAFFAELE, West Hartlepool, Ice Cream Dealer Sunderland Pet Oct 29 Ord Jan 18

THOMPSON, LIVINGSTONE W N, Exeter High Court Pet Oct 2 Ord Jan 14

TRONSON, NORMAN PERCY MILES, Richmond, Surrey Wandsworth Pet Dec 17 Ord Jan 16

VASS, RICHARD, St Albans, Herts, Confectioner St Albans Pet Jan 14 Ord Jan 14

WILDING, ROBERT, jun, Blackburn, Fruit Merchant Blackburn Pet Jan 17 Ord Jan 17

WOOLF, MARTHA, and ALFRED WOOLF, Old Kent rd, Tailors High Court Pet Dec 20 Ord Jan 14

ADJUDICATIONS ANNULLED.

GOLLOP, RALPH JOSEPHUS, Yeovil, Somerset Yeovil Adjud March 7, 1901 Annul Jan 2, 1902

London Gazette.—FRIDAY, Jan. 24.

RECEIVING ORDERS.

ABRAHAM, DAVID, Briton Ferry, Glam, Fireman Neath Pet Jan 22 Ord Jan 22

BRECHING, HERBERT LONGLEY, Chiswick, Iron Merchant's Salesman Brentford Pet Jan 21 Ord Jan 21

BIRMINGHAM, PERCY, Merthyr Tydfil, Professor of Music Merthyr Tydfil Pet Jan 22 Ord Jan 22

BRADBURY, ERNEST BENJAMIN, Fenton, staffs, Grocer Stoke on Trent Pet Jan 20 Ord Jan 20

BRISLEY, THOMAS HOBDAY, ARTHUR WILLIAM IBBETT, and HERBERT THOMAS BRISLEY, Dover, Builders Canterbury Pet Jan 21 Ord Jan 21

BROWNE, GEORGE ANTHONY, jun, Camberwell High Court Pet Nov 27 Ord Jan 20

CAMERON, DUNCAN EWEN, Hans cresc, Sloane sq High Court Pet Dec 16 Ord Jan 7

CLARKE, GEORGE WILLIS, Queen Victoria st, Electrical Engineer High Court Pet Jan 3 Ord Jan 21

COLLINS & Co. E, Laurence Pountney hill, Builders High Court Pet Dec 31 Ord Jan 21

CONNORS, MICHAEL FRANCIS, Dulwich High Court Pet Sept 11 Ord Jan 21

COOKE, BRIDGET, Halifax, General Dealer Halifax Pet Jan 21 Ord Jan 21

COUPE, THOMAS E, Manchester, Manufacturer Manchester Pet Jan 7 Ord Jan 22

DAVIES, JOHN HENRY, Southport, Coal Merchant Liverpool Pet Jan 10 Ord Jan 21

EDGE, WALTER SAMUEL, Willenhall, Stafford Wolverhampton Pet Jan 20 Ord Jan 20

ELLIS, FREDERICK, Southport, Commission Agent Liverpool Pet Jan 21 Ord Jan 21

EMBERY, JOHN, Northwich, Butcher Nantwich Pet Jan 20 Ord Jan 20

FINEGAN, WILLIAM BERNARD, Stratford, Metal Worker High Court Pet Jan 20 Ord Jan 20

FLANAGAN, PATRICK MICHAEL, Dudley, Bedding Manufacturer Dudley Pet Jan 20 Ord Jan 20

FLETCHER, ERNEST JAMES, Maryport, Cumberland, Grocer Cockermouth Pet Jan 3 Ord Jan 20

GREATREX, HERBERT J, Birmingham, Architect Birmingham Pet Jan 6 Ord Jan 22

GREENWOOD, THOMAS, Burnley, Coal Miner Burnley Pet Jan 21 Ord Jan 21

GREGORY, WILLIAM, Bangor, Farmer Wrexham Pet Jan 1 Ord Jan 22

GRINDELL, HERBERT, H M Prison, Kingston upon Hull, Carting Agent's Manager Kingston upon Hull Pet Jan 20 Ord Jan 20

GRUNDY, WILLIAM THOMAS, Stockport, Skip Manufacturer Stockport Pet Jan 22 Ord Jan 22

HARRISON, WILLIAM ARTHUR, Owston Ferry, Lincs, Assistant Schoolmaster Lincoln Pet Jan 21 Ord Jan 21

HENDY, FREDERICK JOHN, Plymouth, Plumber Plymouth Pet Jan 22 Ord Jan 22

HOLE, WILLIAM ERNEST, Tredegar, Mon, Fish Merchant Tredegar Pet Jan 21 Ord Jan 21

HOWARD, DANIEL, Leyton, Grocer High Court Pet Jan 20 Ord Jan 20

HOWES, WALTER, and ERNEST NEWTON, Birmingham, Coachbuilders Birmingham Pet Jan 22 Ord Jan 22

LEWIS, EDWARD, Abergwynfi, Coal Miner Neath Pet Jan 22 Ord Jan 22

LIPPET, EMILY, Walham Green, Dairy Produce Dealer High Court Pet Oct 19 Pet Dec 7

LOVETT, CHARLES JONATHAN, Balham, Blouse Manufacturer Wandsworth Pet Jan 22 Ord Jan 22

MAFFEY, HENRY, Rowde, nr Devizes, Grocer Bath Pet Jan 21 Ord Jan 21

MALLARD, EDWARD, Edgbaston, Solicitor Birmingham Pet Jan 22 Ord Jan 22

MAYNARD, HENRY RICHARD, Lydd, Kent, Ironmonger Hastings Pet Nov 27 Ord Jan 21

MONTEATH, HUGH, Briesfield, Lancs, Plumber Burnley Pet Jan 21 Ord Jan 21

MOORE, GEORGE, Brighton, Wholesale Butcher Brighton Pet Jan 20 Ord Jan 20

MORGAN, JAMES ALFRED, Marylebone, Upholsterer High Court Pet Jan 21 Ord Jan 21

PHILLIPS, THOMAS SCOTT, Cosheston, Pembroke Pembroke Dock Pet Jan 22 Ord Jan 21

POULSON, THOMAS GEORGE, Cheltenham, Hairdresser Cheltenham Pet Jan 18 Ord Jan 18

SERHOF, CHARLES, Brighton, House Agent Brighton Pet Jan 2 Ord Jan 20

SUTTON, STEPHEN, Sheffield, Journeyman Tailor, Sheffield Pet Jan 20 Ord Jan 20

THOMAS, ALEXANDER GEORGE, Lymington, General Commission Agent Southampton Pet Jan 22 Ord Jan 22

THOMPSON, ERNEST HENRY, Scunthorpe, Lincs, Painter Gt Grimsby Pet Jan 20 Ord Jan 20

TOLSON, WILLIAM, jun, Ambleside, Westmorland, Tailor Kendal Pet Jan 23 Ord Jan 22

VARLEY, HERBERT STANLEY, Tooley st, East India Merchant High Court Pet Dec 30 Ord Jan 20

WHITBY, SIDNEY, sandy, Wheelwright Bedford Pet Jan 20 Ord Jan 20

WILKINSON, JACOB, Nottingham, Draper Nottingham Pet Jan 20 Ord Jan 20

WILLCOCKS, GEORGE, Falmouth, Saddler Truro Pet Jan 20 Ord Jan 20

WINSLADE, JAMES, Portsmouth, Builder Portsmouth Pet Jan 21 Ord Jan 21

WOOD EMMA, Wirksworth, Derby, Licensed Victualler Derby Pet Jan 21 Ord Jan 21

FIRST MEETINGS.

BOMAN, WILLIAM, Southend on Sea, Grocer Feb 5 at 12 Shrubhill, Chelmsford

BRADBURY, ERNEST BENJAMIN, Fenton, Stafford, Grocer Feb 3 at 2.30 North Stafford H tel, Stoke upon Trent

BROWNE, GEORGE ANTHONY, Camberwell Jan 31 at 12 Bankruptcy bldgs, Carey st

CALDWELL, GEORGE, Nottingham, Photographer Jan 31 at 12 Off Rec 4, Castle pl, Park st, Nottingham

CAWWOOD, HENRY WADSWORTH, Rotherham, Solicitor's Clerk Jan 31 at 12.30 Off Rec, Figtree la, Sheffield

CLARKE, GEORGE WILLIS, Harold Wood, Essex, Electrical Engineer Feb 3 at 12 Bankruptcy bldgs, Carey st

CONNORS, MICHAEL FRANCIS, Dulwich Feb 3 at 11 Bankruptcy bldgs, Carey st

DE LA SAUX, GEORGE HENRY, Upper Norwood Feb 3 at 3 94, Temple chmbrs, Temple av

EMBERY, JOHN, Northwich, Butcher Jan 31 at 10.45 Royal Hotel, Crewe

EVANS, ROBERT, Llanllechid, Farmer Feb 6 at 10.30 Ship Hotel, Bangor

HARGREAVES, ERNEST BARRITT, Clitheroe, Grocer Jan 31 at 3 30 Off Rec, 14, Chapel st, Preston

HARRIS, DAVID, Salford, Watchmaker Jan 31 at 2.30 Off Rec, Byrom st, Manchester

HARRIS, FRANK THOMAS, Tonbridge, Umbrella Maker Feb 3 at 11.30 24, Railway app, London Bridge

HILL, SAMUEL, Old Hill, Staffs, Chain Tester Jan 31 at 11 Off Rec, Wolverhampton st, Dudley

HUDSON, GEORGE COOK, Derby, Builder Jan 31 at 12 Off Rec, 47, Full st, Derby

JONES, ROBERT, Dwyran, Anglesey, Builder Feb 6 at 11.15 Ship Hotel, Bangor

JOYCE, CHARLES STEPHEN, and ELLEN JOYCE, Cowes, I of W, Printers Feb 4 at 2.30 Off Rec, Newport, I of W

KNAPP, EDWARD MOLINEUX, Croydon, Medical Practitioner Feb 1 at 2.30 3, Offa st, Hereford

REED, WILLIAM ALFRED, Ryde, I of W, Market Gardener Feb 4 at 2.15 Off Rec, Newport, I of W

RICHARDSON, PERCY JAMES, Sudbury, Builder Jan 31 at 12 Off Rec, 95, Temple chmbrs, Temple av

RICKARDS, HENRY JAMES, Warfield, Berks Feb 6 at 3 Bankruptcy bldgs, Carey st

SLACK, RICHARD EDMUND, Sheffield, Butcher Jan 31 at 12 Off Rec, Figtree la, Sheffield

SLANEY, ROBERT, Colchester, Bookseller Jan 31 at 12 Great Eastern Hotel, Liverpool st

SWALLOW, HERBERT JOHNSON, Barnsley Fruiterer Jan 31 at 10.15 Off Rec, Regent st, Barnsley

TRONSON, NORMAN PERCY MILES, Richmond, Surrey Jan 31 at 11.30 24, Railway app, London Bridge

WILLCOCKS, GEORGE, Falmouth, Saddler Feb 3 at 12 Off Rec, Boscawen st, Truro

WILLIAMS, HENRY, Holyhead Feb 6 at 11.30 Ship Hotel, Bangor

ADJUDICATIONS.

ABRAHAM, DAVID, Baglan, Briton Ferry, Fireman Neath Pet Jan 22 Ord Jan 22

BATTAMS, JOHN, and TRACEY HUTCHINSON, Ealing, Solicitors Brentford Pet Oct 29 Ord Jan 21

BRECHING, HERBERT LONGLEY, Chiswick, Iron Merchant's Salesman Brentford Pet Jan 20 Ord Jan 21

BIRMINGHAM, PERCY, Merthyr Tydfil, Professor of Music Merthyr Tydfil Pet Jan 22 Ord Jan 22

BRADBURY, ERNEST BENJAMIN, Fenton, Stafford, Grocer Stoke upon Trent Pet Jan 20 Ord Jan 21

BARTTNER, RUDOLPH, Furnival st, Holborn, Dealer in Diamonds High Court Pet Dec 18 Ord Jan 20

BRISLEY, THOMAS HOBDAY, ARTHUR WILLIAM IBBETT, and HERBERT THOMAS BRISLEY, Dover, Builders Canterbury Pet Jan 21 Ord Jan 21

COOKE, BRIDGET, Halifax, General Dealer Halifax Pet Jan 21 Ord Jan 21

EDGE, WALTER SAMUEL, Willenhall, Staffs Wolverhampton Pet Jan 20 Ord Jan 22

ELLIS, FREDERICK, Southport, Commission Agent Liverpool Pet Jan 21 Ord Jan 21

EMBERY, JOHN, Northwich, Butcher Northwich Pet Jan 20 Ord Jan 21

FINEGAN, WILLIAM BERNARD, Stratford, Metal Worker High Court Pet Jan 20 Ord Jan 20

FITCH, WILLIAM BOWERS, Deptford Greenwich Pet Dec 30 Ord Jan 21

FLANAGAN, PATRICK MICHAEL, Dudley, Bedding Manufacturer Dudley Pet Jan 20 Ord Jan 20

FLEMING, A, Peckham, Draper High Court Pet Nov 25 Ord Jan 17

GAGE PETER, Strand, Brewers' Valuer High Court Pet Dec 11 Ord Jan 21

GREENFIELD, NATHAN, Hackney, Boot Manufacturer High Court Pet Dec 20 Ord Jan 20

GREENWOOD, THOMAS, Burnley, Coal Miner Burnley Pet Jan 21 Ord Jan 21

GRINDELL, HERBERT, H M Prison, Kingston upon Hull, Carting Agent's Manager Kingston upon Hull Pet Jan 20 Ord Jan 20

GRUNDY, WILLIAM THOMAS, Stockport, Skip Manufacturer Stockport Pet Jan 22 Ord Jan 22

HARRISON, WILLIAM ARTHUR, Owston Ferry, Lincs, Assistant Schoolmaster Lincoln Pet Jan 21 Ord Jan 21

HENDY FREDERICK JOHN, Plymouth, Plumber Plymouth Pet Jan 22 Ord Jan 22

HOLE, WILLIAM ERNEST, Tredegar, Fish Merchant Tredegar Pet Jan 21 Ord Jan 21

HOWARD, DANIEL, Leyton, Grocer High Court Pet Jan 20 Ord Jan 20

LEACH, ALEXANDER GUNNISO, Bristol, Grocer Bristol Pet Jan 6 Ord Jan 22

LEWIS, EDWARD, Abergwynfi, Coal Miner Neath Pet Jan 22 Ord Jan 23

LOVETT, CHARLES JONATHAN, Balham, Blouse Manufacturer Wandsworth Pet Jan 22 Ord Jan 22

MAFFEY, HENRY, Rowde, nr Devizes, Grocer Bath Pet Jan 21 Ord Jan 21

MARTYN, GEORGE, Orchard st, Physician High Court Pet Nov 1 Ord Jan 20

MAURICE, WILLIAM BLISSETT, Reading Reading Pet Nov 21 Ord Jan 18

MITCHINSON, WILLINGHAM GEORGE, Spilsby, Lincs, Bank Manager Boston Pet Jan 3 Ord Jan 21

MONTEATH, HUGH, Briesfield, Lancs, Plumber Burnley Pet Jan 21 Ord Jan 21

MOORE, GEORGE, Brighton, Wholesale Butcher Brighton Pet Jan 20 Ord Jan 20

MORGAN, JAMES ALFRED, High st, Marylebone, Upholsterer High Court Pet Jan 21 Ord Jan 21

MUNDELL, FRANK MICHAEL, Arthington, Licensed Victualler Leeds Pet Jan 2 Ord Jan 18

PHILLIPS, THOMAS SCOTT, Pembroke Pembroke Dock Pet Jan 22 Ord Jan 22

POHL, HENRI, Brixton High Court Pet Dec 6 Ord Jan 21

POULSON, THOMAS GEORGE, Cheltenham, Hairdresser Cheltenham Pet Jan 18 Ord Jan 18

SERHOF, CHARLES, Brighton, House Agent Brighton Pet Jan 2 Ord Jan 20

SUTTON, STEPHEN, Sheffield, Journeyman Tailor Sheffield Pet Jan 20 Ord Jan 20

SWIFT, JOSEPH, Bradley, nr Bilston, Staffs, Licensed Victualler Dudley Pet Dec 21 Ord Jan 20

TARRING, WILLIAM, Farringdon st, Dining Room Keeper High Court Pet Jan 9 Ord Jan 20

THOMAS, ALEXANDER GEORGE, Lymington, General Commission Agent Southampton Pet Jan 21 Ord Jan 22

THOMPSON, ERNEST HENRY, Scunthorpe, Lincs, Painter Gt Grimsby Pet Jan 20 Ord Jan 20

TOLSON, WILLIAM, jun, Ambleside, Westmorland, Tailor Kendal Pet Jan 23 Ord Jan 22

WILKINSON, JACOB, Nottingham, Draper Nottingham Pet Jan 20 Ord Jan 20

WILKINSON, JOHN, Solihull, Warwick High Court Pet Nov 22 Ord Jan 20

WILLCOCKS, GEORGE, Falmouth, Saddler Truro Pet Jan 20 Ord Jan 20

WILMOT, HUNGERFORD COLSTON HARDLEY, Elgin av High Court Pet Sept 13 Ord Jan 20

WINSLADE, JAMES, Portsmouth, Builder Portsmouth Pet Jan 21 Ord Jan 21

WOOD, EMMA, Wirksworth, Derby, Licensed Victualler Derby Pet Jan 21 Ord Jan 21

London Gazette.—TUESDAY, Jan. 28.

RECEIVING ORDERS.

BATES, EDWARD SAMUEL, Crouch End, Builder High Court Pet Jan 24 Ord Jan 24

BATHO, WILLIAM JOHN, Finchley, Nurseryman Barnet Pet Jan 22 Ord Jan 22

BEAMENT, GEORGE HERBERT, Poole, Pork Butcher Poole Pet Jan 23 Ord Jan 23

BIRKETT, THOMAS WILLIAM, Haltwhistle, Northumberland, Grocer Carlisle Pet Jan 23 Ord Jan 23

BUDGELL, GEORGE ALFRED, Southsea, Baker Portsmouth Pet Jan 22 Ord Jan 22

CLIFFORD, CHARLES, Strood, nr Rochester, Baker Rochester Pet Jan 24 Ord Jan 24

COATES, THOMAS EDWARD, Shipton under Wychwood, Oxford, Cattle Dealer Oxford Pet Jan 24 Ord Jan 24

DAVIES, JOHN, Penralltfach Clyder, Pembroke, Labourer Carmarthen Pet Jan 25 Ord Jan 25

FIDDY, ISAAC WILLIAM, Worstead, Norfolk, Licensed Victualler Norwich Pet Jan 25 Ord Jan 25

FOX, WILLIAM, Port Talbot, Glam Neath Pet Jan 25 Ord Jan 25

FREDERICK WHITELEY & Co, Batley, Woollen Manufacturers Dewsbury Pet Jan 23 Ord Jan 23

GOLDEN, ALBERT, Cepthall et High Court Pet Oct 3 Ord Jan 24

GRIFFITH, WILLIAM ANEURIN, Llwyngwril, Draper Aberystwith Pet Jan 24 Ord Jan 24

HADLER & Co, A J, Beech st, Barbican, Fur and Skin Merchants High Court Pet Dec 23 Ord Jan 25

HAMMOND, JETHRO JOSHUA, Leicester, Shopkeeper Leicester Pet Jan 23 Ord Jan 23

HARRIS, ABRAHAM, Whitechapel, Corn Chandler High Court Pet Jan 7 Ord Jan 24

HARTSHORN, ELIZABETH, Leicester, Haberdasher Leicester Pet Jan 23 Ord Jan 23

HENLEY, The Hon ANTHONY ERNEST, Regent st, Civil Engineer Croydon Pet Aug 31 Ord Jan 21

HILL HERBERT, Hartlebury, Worcester, Market Gardener Kidderminster Pet Jan 22 Ord Jan 22

HOLLIS, ELIZABETH, Ilkeston, Watchmaker Derby Pet Jan 7 Ord Jan 23

HOOKWAY, GILBERT VODDEN, Beaford, Devon, Farmer Barnstaple Pet Jan 23 Ord Jan 23

JAKOBOWSKI EDWARD, Brompton, Musical Composer High Court Pet Dec 17 Ord Jan 24

MARSHALL, CHARLES, Leeds, Plumber Leeds Pet Jan 23 Ord Jan 23

MAYNOCK, ALBERT, Rochdale, Joiner Rochdale Pet Jan 24 Ord Jan 24

MORRISON, EDWARD, Gateshead, Grocer Newcastle on Tyne Pet Jan 24 Ord Jan 24

OSBORNE, CHARLES EDGAR, Luton, Bedford, Baker Luton Pet Jan 3 Ord Jan 25

PAIN, WILLIAM THOMAS, Hastings, Jeweller Hastings Pet Jan 25 Ord Jan 25

PALMER CAIN, Leeds Leeds Pet Jan 23 Ord Jan 23

PATTERSON, THOMAS BOWMAN, Tiverton, Draper Exeter Pet Jan 24 Ord Jan 24

PIERPONT, FRANK GRIST, Greenwich, Theatrical Manager Greenwich Pet Jan 24 Ord Jan 24

PORTER, WILLIAM JOHN, Bournemouth Poole Pet Jan 23 Ord Jan 23

PRECIOUS DAVID, Leeds, Plumber Leeds Pet Jan 22 Ord Jan 22

PRESTT, WILLIAM STEPHEN, Kidderminster, Grocer Kidderminster Pet Jan 22 Ord Jan 22

REEVE, GEORGE, and JOHN REEVE, Bradford Bradford Pet Jan 24 Ord Jan 24

REYNER, WILLIAM, Merriott, Somerset, Dairyman Yeovil Pet Jan 11 Ord Jan 24

RICHARDS, WILLIAM, Newport, Coal Merchant Newport, Mon Pet Jan 23 Ord Jan 23

ROOK, ARTHUR JOHN, Plymouth, Painter Plymouth Pet Jan 24 Ord Jan 24

SANDGROUND & Co, Bethnal Green rd, Furniture Manufacturers High Court Pet Nov 25 Ord Jan 23

SMITH, BEN, and JAMES BOOCOCK, Bacup, General Builders Rochdale Pet Jan 11 Ord Jan 24

THATCHER, ALFRED, Hammersmith, Jobbing Builder High Court Pet Jan 24 Ord Jan 24

THORNE, ARNOLD L, Leeds Leeds Pet Jan 7 Ord Jan 23

WALKER, BERTIE JOHN, Jermyn st, St James's High Court Pet Jan 8 Ord Jan 23

WALLIS, A R, Hammersmith, Builder High Court Pet Dec 31 Ord Jan 23

WALLIS, FANNY, Colwyn Bay, Denbigh Bangor Pet Jan 7 Ord Jan 24

WATSON, SOLOMON GEORGE, Brighton, Surgeon Brighton Pet Jan 25 Ord Jan 25

WILDING, ROBERT, Blackburn, Fruiterer High Court Pet Dec 24 Ord Jan 20

WOODFORD, GEORGE HENRY, Freemantle, Southampton, Builder Southampton Pet Jan 25 Ord Jan 25

Amended notices substituted for those published in the London Gazette of Jan 24:

HOWES, WALTER, and ERNEST NEWTON, Birmingham, Carriage Lamp Makers Birmingham Pet Jan 22 Ord Jan 22

COUPE, THOMAS EDWIN, Stratford, Engineers' Merchant Manchester Pet Jan 7 Ord Jan 22

FIRST MEETINGS

BERCHING, HERBERT LONGLEY, Chiswick, Iron Merchant's Salesman Feb 5 at 12 Off Rec, 95, Temple chmbrs, Temple av

BUDGELL, GEORGE ALFRED, Southsea, Baker Feb 4 at 4 Off Rec, Cambridge june, High st, Portsmouth

BULLOCK, JOHN, Mexborough, Grocer Feb 11 at 1 Off Rec, Figtree ln, Sheffield

CLIFFORD, CHARLES, Strood, nr Rochester, Baker Feb 10 at 12.15 115, High st, Rochester

COLLINGE, JOHN, High Crompton nr Oldham, Innkeeper Feb 4 at 11 Off Rec, Bank chmbrs, Queen st, Oldham

COLLINS & Co, E, Lawrence Pountney hill, Builders Feb 4 at 12 Bankruptcy bldgs, Carey st

COOKE, BRIDGET, Halifax, General Dealer Feb 5 at 3 Off Rec, Town Hall chmbrs, Halifax

COOPER, WILLIAM, and EDWARD PREW, Mexborough, Clothiers Feb 11 at 12 Off Rec, Figtree ln, Sheffield

DAVIES, FRANKLIN, and ELIZABETH CHARLOTTE DAVIES, Chester, Public Caterers Feb 4 at 2.30 Crypt chmbrs, Eastgate row, Chester

DOBSON, FREDERICK, Poulton le Fylde, Lancs, Saddler Feb 7 at 3.30 Off Rec, 14, Chapel st, Preston

DODDS, JOHN FORBES, King's Heath, Worcester, Clerk Feb 6 at 11 174, Corporation st, Birmingham

ELLERY, ALBERT, New Brighton, Chester, Confectioner Feb 5 at 12 Off Rec, 35, Victoria st, Liverpool

FINN, HENRY GEORGE, Brenzett, Kent, Farmer Feb 11 at 3.15 County Court Offices, 24, Cambridge rd, Hastings

GOUGH, JAMES BERNARD, Morecambe, Auctioneer Feb 7 at 3 Off Rec, 14, Chapel st, Preston

HAMMOND, JETHRO JOSHUA, Leicester, Shopkeeper Feb 4 at 12.30 Off Rec, 1, Berridge st, Leicester

HARTSHORN, ELIZABETH, Leicester, Haberdasher Feb 4 at 3 Off Rec, 1, Berridge st, Leicester

HELSBY, ERNEST ARTHUR, Choriton cum Hardy, Lancs, Cycle Dealer Feb 5 at 2.30 Off Rec, Byrom st, Manchester

JORDAN & SON, Dudley, Grocers Feb 5 at 11 Dudley Arms Hotel, Dudley

LAWSON, ISAAC WILLIAM, South Shore, Blackpool Feb 7 at 4 Off Rec, 14, Chapel st, Preston

LIPPET, EMILY, Walham Green, Provision Dealer Feb 4 at 12 Bankruptcy bldgs, Carey st

MAFFEY, HENRY, Rowde, nr Devizes, Grocer Feb 5 at 12 Off Rec, 26, Baldwin st, Bristol

MARSHALL, CHARLES, Leeds, Plumber Feb 4 at 12 Off Rec, 22, Park row, Leeds

MOORE, GEORGE, Brighton, Wholesale Butcher Feb 5 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton

PALMER, CAIN, Leeds Feb 4 at 11.30 Off Rec, 22, Park row, Leeds

PARSONS, P W A, Tunbridge Wells Feb 6 at 11 Bankruptcy bldgs, Carey st

PATTERSON, THOMAS BOWMAN, Tiverton, Draper Feb 10 at 11 Off Rec, 13, Bedford circus, Exeter

POHL, HENRI, Brixton Feb 10 at 11 Bankruptcy bldgs, Carey st

POSTLETHWAITE, J W, Fenchurch st Feb 10 at 12 Bankruptcy bldgs, Carey st

PRECIOUS, DAVID, Leeds, Plumber Feb 4 at 12.30 Off Rec 22, Park row, Leeds

PRICE, CHARLES HENRY, Birmingham, Baker Feb 5 at 12 174, Corporation st, Birmingham

REEVE, GEORGE, and JOHN REEVE, Bradford, Firewood Makers Feb 6 at 11 Off Rec, 31, Manor row, Bradford

SEEHOF, CHARLES, Brighton, Estate Agent Feb 5 at 11 Off Rec, 4, Pavilion bldgs, Brighton

SMITH, JOHN, Appledore, Kent, Labourer Feb 4 at 3 County Court Offices, 24, Cambridge rd, Hastings

SUTCLIFFE, JOHN, Aston, Birmingham, Baker Feb 5 at 11 174, Corporation st, Birmingham

SUTTON, STEPHEN, Sheffield, Journeyman Tailor Feb 11 at 11.30 Off Rec, Figtree ln, Sheffield

TERRENBLE, RAFFAELE of Hartlepool, Ice Cream Dealer Feb 4 at 3 Off Rec, 25, John st, Sunderland

THOMAS, ALEXANDER GEORGE, Lymington, General Commission Agent Feb 7 at 3 Off Rec, 172, High st, Southampton

TRAVIS, JOHN THOMAS, Darnall, nr Sheffield, Pawnbroker Feb 11 at 11 Off Rec, Figtree ln, Sheffield

TURNER, HOPPERTON & Co, Finsbury pvmt, Insurance Brokers Feb 6 at 12 Bankruptcy bldgs, Carey st

WHITBY, SIDNEY, Sandy, Beds, Wheelwright Feb 4 at 12.30 Off Rec, Bridge st, Northampton

WHITELEY, FREDERICK, and HENRY WHITELEY, Batley, Yorks, Woollen Manufacturers Feb 5 at 3 Off Rec, Bank chmbrs, Batley

WILDING, ROBERT, jun, Blackburn, Fruit Merchant Feb 5 at 12 County Court House, Blackburn

WILLS, HENRY C, Barnes, Builder Feb 5 at 11.30 24, Railway app, London Bridge

WILSDON, JOHN WALTER, Morecambe, Auctioneer's Salesman Feb 7 at 2.30 Off Rec, 14, Chapel st, Preston

WINSLADE, JAMES, Portsmouth, Builder Feb 4 at 3 Off Rec, Cambridge junc, High st, Portsmouth

ADJUDICATIONS

BARKWAY, FREDERICK RICHARD, Maidstone, Brewer Rochester Pet Jan 15 Ord Jan 24

BATES, EDWARD SAMUEL, Crouch End, Builder High Court Pet Jan 24 Ord Jan 24

BUDGELL, GEORGE ALFRED, Southsea, Baker, Portsmouth Pet Jan 22 Ord Jan 22

CLARKE, GEORGE WILLIE, Harold Wood, Essex, Engineer Chelmsford Pet Jan 8 Ord Jan 24

CLIFFORD, CHARLES, Strood, nr Rochester, Baker Rochester Pet Jan 24 Ord Jan 24

COATES, THOMAS EDWARD, Shipton under Wychwood, Oxford, Cattle Dealer Oxford Pet Jan 24 Ord Jan 24

DAVIES, JOHN, Penralltfach Clyder, Pembroke, Labourer Carmarthen Pet Jan 25 Ord Jan 25

DOBSON, FREDERICK, Poulton le Fylde, Lancs, Saddler Preston Pet Dec 21 Ord Jan 22

DOUGILL, JAMES, Horwich, Lancs, Builder Bolton Pet Dec 21 Ord Jan 23

FLETCHER, ERNEST JAMES, Maryport Cumberland, Grocer Cockermouth Pet Jan 8 Ord Jan 23

FOWLER, DAVID, Lombard st High Court Pet June 8 Ord Jan 24

FOX, WILLIAM, Port Talbot Neath Pet Jan 25 Ord Jan 25

GRIFFITH, WILLIAM ANEURIN, Llwyngwril, Draper Aberystwith Pet Jan 24 Ord Jan 24

HARTSHORN, ELIZABETH, Leicester, Haberdasher Leicester Pet Jan 23 Ord Jan 23

HILL, HERBERT, Hartlebury, Worcester, Market Gardener Kidderminster Pet Jan 22 Ord Jan 22

HUGHES, JAMES HENRY, Earl's Court High Court Pet Nov 23 Ord Jan 23

JONES, RICHARD, Welshpool, Montgomery, Wool Merchant Newtown Pet Dec 19 Ord Jan 24

MARSHALL, CHARLES, Leeds, Plumber Leeds Pet Jan 23 Ord Jan 23

MAYNOCK, ALBERT, Rochdale, Joiner Rochdale Pet Jan 24 Ord Jan 24

MAYNARD, HENRY RICHARD, Lydd, Kent, Ironmonger Hastings Pet Nov 27 Ord Jan 25

PATTERSON, THOMAS BOWMAN, Tiverton, Draper Exeter Pet Jan 24 Ord Jan 24

PIERPONT, FRANK GRIST, Greenwich, Theatrical Manager Greenwich Pet Jan 24 Ord Jan 24

PRECIOUS, DAVID, Leeds, Plumber Leeds Pet Jan 22 Ord Jan 22

PRESTT, WILLIAM STEPHEN, Kidderminster, Grocer Kidderminster Pet Jan 22 Ord Jan 22

REEVE, GEORGE, and JOHN REEVE, Bradford, Firewood Makers Bradford Pet Jan 24 Ord Jan 24

RICHARDS, WILLIAM, Newport, Coal Merchant Newport, Mon Pet Jan 23 Ord Jan 24

ROOK, ARTHUR JOHN, Plymouth, Painter Plymouth Pet Jan 24 Ord Jan 24

STEBBINGS, GEORGE FREDERICK, Norwich, House Furnisher Norwich Pet Jan 1 Ord Jan 21

THATCHER, ALFRED, Hammersmith, Jobbing Builder High Court Pet Jan 24 Ord Jan 24

TRAVIS, JOHN THOMAS, Darnall, nr Sheffield, Pawnbroker Sheffield Pet Oct 18 Ord Jan 25

TWEEDY, JOSEPH JOHN, DAVID FRANCIS, and GWENLLIAN JONES, Swansea, Colliery Proprietors Swansea Pet Jan 8 Ord Jan 25

WALKER, ANNIE, Bradford, Draper Bradford Pet Jan 9 Ord Jan 23

WHITBY, SIDNEY, Sandy, Wheelwright Bedford Pet Jan 20 Ord Jan 24

WHITELEY, FREDERICK, and HENRY WHITELEY, Batley, Woollen Manufacturers Dewsbury Pet Jan 23 Ord Jan 23

WOODFORD, GEORGE HENRY, Freemantle, Southampton, Builder Southampton Pet Jan 25 Ord Jan 25

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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